

#100  
6/16/20

(R-2020-410)  
COR. COPY

RESOLUTION NUMBER R- 313084

DATE OF FINAL PASSAGE JUN 23 2020

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AN AGREEMENT WITH NMS MANAGEMENT, INC. FOR JANITORIAL MAINTENANCE SERVICE AT VARIOUS PUBLIC UTILITIES DEPARTMENT (PUD) FACILITIES AND TREATMENT PLANTS (RFP NO. 10089561-19-L).

WHEREAS, this action is to award a contract with NMS Management, Inc. (RFP No. 10089561-19-L), for five (5) years, for a total amount not to exceed of \$5,000,000, for Janitorial Maintenance Service at Various Public Utilities Department (PUD) Facilities and Treatment Plants; and

WHEREAS, on May 01, 2019, the City of San Diego issued RFP No. 10089561-19-L with the subject: "Janitorial Maintenance Service at Various Public Utilities Department (PUD) Facilities and Treatment Plants." The previous agreement for janitorial services was cancelled due to PUD's decision to consolidate all janitorial services into one contract; and

WHEREAS, RFP No. 10089561-19-L was issued to procure a vendor to provide, in accordance with the RFP documents, janitorial services at various Public Utilities Department Facilities, Pump Stations and Treatment Plants, including, but not limited to: Alvarado, Miramar and Otay Water Treatment Plants; North City and South Bay Water Reclamation Plants; Point Loma Wastewater Treatment Plant; Metro Biosolids Center and the Metropolitan Operations Complex; and

WHEREAS, following a thorough review, evaluation, and scoring, PUD concludes that NMS Management, Inc. meets the requirements and specifications contained within the subject RFP documents, and is the bidder recommended based on the evaluation criteria established in the RFP; NOW, THEREFORE.

BE IT RESOLVED, by the City Council of the City of San Diego, that the Mayor, or his designee, is authorized to enter into an agreement with NMS Management, Inc. to provide Janitorial Maintenance Service at Various Public Utilities Department Facilities and Treatment Plants for a period of five (5) years, for a maximum cumulative amount not to exceed \$5,000,000, contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer, under the terms and conditions set forth in the Agreement, on file in the Office of the City Clerk as Document No. RR- 313084.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend a cumulative amount not to exceed \$5,000,000, over a period of five (5) years, from Fund 700000, Muni Sewer Revenue; Fund 700001, Metro Sewer Utility; and Fund 700011, Water Utility Operating; for the purpose of funding the Janitorial Maintenance Service Agreement with NMS Management, Inc., contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By Christine M. Leone  
Christine M. Leone  
Chief Deputy City Attorney

CML:soc  
03/16/2020  
06/19/2020 COR. COPY  
Or.Dept: PUD  
CC No. 3000013275  
Doc. No.: 2347728

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUN 16 2020.

ELIZABETH S. MALAND  
City Clerk

By Linda Irwin  
Deputy City Clerk

Approved: 6/22/20  
(date)

Kevin L. Faulconer  
KEVIN L. FAULCONER, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
KEVIN L. FAULCONER, Mayor

The City of San Diego  
**COMPTROLLER'S CERTIFICATE**

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING CC 3000013275  
 DEPT. NO. 2000

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \_\_\_\_\_

Purpose: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

**CERTIFICATION OF UNENCUMBERED BALANCE**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$1,119,213.00

Vendor: NMS Management, Inc.

Purpose: To authorize the expenditure of funds, not to exceed \$1,119,213.00 to NMS Management, Inc. for Janitorial Maintenance Service at Various Public Utilities Department (PUD) Facilities and Treatment Plants.

Date: May 27, 2020 By: Elizabeth Warnock

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center	IO or WBS Element	Original Amount
001	Non-Program	700001	N/A	512158	OTHR-00000000-SU	2000	2000160013	N/A	\$ 69,500.00
002	Non-Program	700011	N/A	512158	OTHR-00000000-WU	2000	2000201211	N/A	43,000.00
003	Non-Program	700000	N/A	512158	OTHR-00000000-SU	2000	2000160012	N/A	18,240.00
004	Non-Program	700001	N/A	512158	OTHR-00000000-SU	2000	2000160012	N/A	30,400.00
005	Non-Program	700011	N/A	512158	OTHR-00000000-WU	2000	2000160012	N/A	27,360.00
006	Non-Program	700000	N/A	512158	OTHR-00000000-SU	2000	2000121112	N/A	6,669.50

007	Non-Program	700001	N/A	512158	OTHR-00000000-SU	2000	2000121112	N/A	8,700.00
008	Non-Program	700011	N/A	512158	OTHR-00000000-WU	2000	2000121112	N/A	13,630.50
009	Non-Program	700001	N/A	512158	OTHR-00000000-SU	2000	2000191217	N/A	98,550.00
010	Non-Program	700001	N/A	512158	OTHR-00000000-SU	2000	2000191211	N/A	36,300.00
011	Non-Program	700001	N/A	512158	OTHR-00000000-SU	2000	2000191212	N/A	41,050.00
012	Non-Program	700001	N/A	512158	OTHR-00000000-SU	2000	2000191213	N/A	8,000.00
013	Non-Program	700001	N/A	512158	OTHR-00000000-SU	2000	2000191218	N/A	85,000.00
014	Non-Program	700000	N/A	512158	OTHR-00000000-SU	2000	2000001111	N/A	46,200.00
015	Non-Program	700001	N/A	512158	OTHR-00000000-SU	2000	2000001111	N/A	8,400.00
016	Non-Program	700011	N/A	512158	OTHR-00000000-WU	2000	2000001111	N/A	5,400.00
017	Non-Program	700000	N/A	512158	OTHR-00000000-SU	2000	2000001112	N/A	57,600.00
018	Non-Program	700001	N/A	512158	OTHR-00000000-SU	2000	2000001112	N/A	44,160.00
019	Non-Program	700011	N/A	512158	OTHR-00000000-WU	2000	2000001112	N/A	90,240.00
020	Non-Program	700000	N/A	512158	OTHR-00000000-SU	2000	2000001113	N/A	2,920.00
021	Non-Program	700001	N/A	512158	OTHR-00000000-SU	2000	2000001113	N/A	40,150.00
022	Non-Program	700011	N/A	512158	OTHR-00000000-WU	2000	2000001113	N/A	29,930.00
023	Non-Program	700000	N/A	512158	OTHR-00000000-SU	2000	2000001116	N/A	1,898.50
024	Non-Program	700000	N/A	512158	OTHR-00000000-SU	2000	2000001119	N/A	3,025.00
025	Non-Program	700001	N/A	512158	OTHR-00000000-SU	2000	2000001119	N/A	1,870.00
026	Non-Program	700011	N/A	512158	OTHR-00000000-WU	2000	2000001119	N/A	605.00
027	Non-Program	700001	N/A	512158	OTHR-00000000-SU	2000	2000191216	N/A	95,866.00
028	Non-Program	700001	N/A	512158	OTHR-00000000-SU	2000	2000191215	N/A	95,500.00
029	Non-Program	700000	N/A	512158	OTHR-00000000-SU	2000	2000191222	N/A	5,000.00
030	Non-Program	700000	N/A	512158	OTHR-00000000-SU	2000	2000191223	N/A	14,500.00
031	Non-Program	700000	N/A	512158	OTHR-00000000-SU	2000	2000191224	N/A	10,000.00
032	Non-Program	700000	N/A	512158	OTHR-00000000-SU	2000	2000191226	N/A	1,250.00
033	Non-Program	700011	N/A	512158	OTHR-00000000-WU	2000	2000201212	N/A	50,608.50
034	Non-Program	700011	N/A	512158	OTHR-00000000-WU	2000	2000201213	N/A	15,940.00
035	Non-Program	700011	N/A	512158	OTHR-00000000-WU	2000	2000201311	N/A	11,750.00
TOTAL AMOUNT									\$ 1,119,213.00

Passed by the Council of The City of San Diego on JUN 16 2020, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gómez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JUN 23 2020.

**(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)**

AUTHENTICATED BY:

KEVIN L. FAULCONER  
Mayor of The City of San Diego, California.

(Seal)

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

By Ginda Irwin, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 313084

Passed by the Council of The City of San Diego on June 16, 2020, by the following vote:

**YEAS:** **BRY, CAMPBELL, WARD, MONTGOMERY, KERSEY, CATE, SHERMAN, MORENO, GÓMEZ.**

**NAYS:** **NONE.**

**NOT PRESENT:** **NONE.**

**RECUSED:** **NONE.**

AUTHENTICATED BY:

**KEVIN L. FAULCONER**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: *Linda Irwin*, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of RESOLUTION NO. **R-313084**, approved on **June 16, 2020**. The date of final passage is **June 23, 2020**.

**ELIZABETH S. MALAND**

City Clerk of the City of San Diego, California

(Seal)

By: *Linda Irwin*, Deputy

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089561-19-L JANITORIAL MAINTENANCE SERVICE AT VARIOUS PUBLIC UTILITIES DEPARTMENT (PUD) FACILITIES AND TREATMENT PLANTS**

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) # 10089561-19-L JANITORIAL MAINTENANCE SERVICE AT VARIOUS PUBLIC UTILITIES DEPARTMENT (PUD) FACILITIES AND TREATMENT PLANTS (Contractor).

**RECITALS**

On or about 5/1/2019, 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 various PUD facilities and treatment plants 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 the amount submitted on the City's Price pages of the RFP, plus any City approved price increases during the term of the contract in an amount not to exceed \$3,000,000 unless previously approved by Council.

**ARTICLE IV  
WAGE REQUIREMENTS**

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

**ARTICLE V  
CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

NMS Management, Inc.  
Proposer  
155 W. 35th St, Suite A  
Street Address  
National City, Ca. 91950  
City  
(619) 425-0440  
Telephone No.  
nmsmanagement@msn.com  
E-Mail

BY:

Angela Errico  
Angela Errico  
Interim Deputy Director  
Purchasing and Contracting Department  
8/11/2020  
Date Signed

BY:

[Signature]  
Signature of  
Proposer's Authorized  
Representative  
David S. Guaderrama  
Print Name  
President  
Title  
6/17/19  
Date

Approved as to form this 14<sup>th</sup> day of  
August, 2020.  
MARA W. ELLIOTT, City Attorney

BY: Coleone  
Deputy City Attorney

## EXHIBIT A

**CITY OF SAN DIEGO  
REQUEST FOR PROPOSAL (RFP) FOR  
JANITORIAL MAINTENANCE SERVICE AT VARIOUS PUBLIC UTILITIES  
DEPARTMENT (PUD) FACILITIES AND TREATMENT PLANTS  
ADDENDUM D**



**Solicitation Number:** 10089561-19-L

**Closing Date and Time (“Closing Date”):** 2:00 p.m. PT, June 17, 2019

**Mandatory Pre-Bid and Site Visits** See Exhibit B, paragraph C for details.  
Proposer is required to attend Mandatory Pre-Bid and all Site Visits.

**City Contact:**

Lisa Hoffmann, CPPB  
Senior Procurement Contracting Officer  
Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, California 92101  
[LHoffmann@sandiego.gov](mailto:LHoffmann@sandiego.gov)

**Submissions:** Respondent is required to provide four (4) 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 Pages are required with each original submittal. If addenda are issued, the most recent completed and wet signed RFP Addendum Contract Signature Pages are required.*

Emailed submissions will not be accepted.

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089561-19-L JANITORIAL MAINTENANCE SERVICE AT VARIOUS PUBLIC UTILITIES DEPARTMENT (PUD) FACILITIES AND TREATMENT PLANTS**

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) # **10089561-19-L JANITORIAL MAINTENANCE SERVICE AT VARIOUS PUBLIC UTILITIES DEPARTMENT (PUD) FACILITIES AND TREATMENT PLANTS** (Contractor).

**RECITALS**

On or about 5/1/2019, 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 various PUD facilities and treatment plants 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 the amount submitted on the City's Price pages of the RFP, plus any City approved price increases during the term of the contract in an amount not to exceed \$3,000,000 unless previously approved by Council.

**ARTICLE IV  
WAGE REQUIREMENTS**

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

**ARTICLE V  
CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

\_\_\_\_\_  
Proposer

BY:

\_\_\_\_\_

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

Print Name:

\_\_\_\_\_  
City

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

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

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

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

BY:

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

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

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

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

**2.1 Completed and 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 Living Wage Ordinance Certification of Compliance.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

2.10 Reserved.

2.11 Reserved.

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

2.12 A title page.

2.13 A table of contents.

2.14 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.

2.15 Proposer's response to the RFP.

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

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

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda

were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

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

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

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

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

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

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

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

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

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

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

**B. PRICING**

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

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

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

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but

is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

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

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

### **C. EVALUATION OF PROPOSALS**

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

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

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

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

#### **3.2 Reserved.**

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

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer’s proposal, or award the contract without further negotiation.

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

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

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<b>10</b>
<ul style="list-style-type: none"> <li>1. Requested information included and thoroughness of response</li> <li>2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.</li> <li>3. Clarity and brevity of the response.</li> </ul>	
<b>B. Qualifications and Experience.</b>	<b>25</b>
<ul style="list-style-type: none"> <li>1. Experience at facilities where work of similar size and scope was performed through self-reporting in this RFP.</li> <li>2. Qualifications of proposer’s organization and staff including current workforce.</li> <li>3. Proposer’s ability to provide adequate management and supervision.</li> <li>4. Knowledge and understanding of the scope of work and the capability to effectively meet the City’s needs.</li> <li>5. Quality of Professional references and experiences at public facilities with projects of similar size and scope as verified through professional references.</li> <li>6. Experience and qualifications of key personnel, including but not limited to, management team and on-site supervisors.</li> <li>7. Experience and track record of clients and projects of similar size and work scope, experience in public agency projects a plus.</li> </ul>	
<b>C. Service Approach and Methodology.</b>	<b>35</b>
<ul style="list-style-type: none"> <li>1. Approach shows an understanding of the Scope and meets the requirements and needs of City of San Diego Public Utilities Department.</li> <li>2. Staffing plan; quality of the work plan and procedures.</li> <li>3. Detail, Clarity, and viability of plan which demonstrates an understanding of requirements.</li> </ul>	

	MAXIMUM EVALUATION POINTS
<b>D. Price.</b> Competitiveness and reasonableness of pricing.	8
<b>E. Mandatory Demonstration/Presentation with Key Personnel (if required, under paragraph 3.3 above).</b>	22
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	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. Bond.** A bond as described in Exhibit B.

**5. Reserved.**

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

**EXHIBIT B  
SCOPE OF WORK**

**A. BACKGROUND.** The City is seeking a contractor to provide complete janitorial maintenance service for the exterior and interior areas of NTC Harbor Laboratory, Alvarado Water Treatment Plant (WTP), Alvarado Joint Laboratory, Employee Training and Development Center at Alvarado, Electrical and IC and T Building at Alvarado, SCADA Trailers at Alvarado WTP, Miramar WTP, Otay WTP, San Vicente Operations Yard and, MOC Complex, and all WWTDD Facilities as specified.

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

**B. OBJECTIVE.** This RFP consists of three (3) Groups of multiple City facilities that are part of the Public Utilities Department. The objective of this RFP is to award all three (3) Groups to a single Proposer that will provide all aspects of janitorial maintenance service as specified in this RFP.

**C. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE INSPECTIONS.** Proposers are required to attend the mandatory pre-proposal conference and the mandatory site inspections for all facilities listed on the "Site Visit Order and Locations" table below. Failure to attend the mandatory pre-proposal conference and mandatory site inspections for all facilities listed on the "Site Visit Order and Locations" table below shall deem a proposer's complete proposal submittal rejected as non-responsive.

**Proposers who signed in and attended all of the mandatory pre-proposal conference and site inspections for RFP 10089302-19-L, are deemed to have met the mandatory pre-proposal conference and site inspections requirement for this solicitation (and are therefore not required to attend the mandatory pre-proposal conference and site inspections for this solicitation). While questions may be asked and answered during the pre-proposal conference and site inspections, City responses are preliminary, and Proposers are required to submit the question(s) on PlanetBids to receive the City's official response as part of an addendum to the contract.**

**1. Proposal Conference.** The pre-proposal conference will be held in Conference Room No. 2 of the Alvarado Joint Lab located at 5530 Kiowa Dr., La Mesa, CA 91942 on Tuesday, May 14, 2019 at 8:00 a.m. Allow approximately 30 minutes for the pre-proposal conference.

**2. Mandatory Site Inspections.** The mandatory site inspections will cover four (4) days and are listed on the following table, "Site Visit Order and Locations".

**2.1** The mandatory site inspection for Group 1 will begin on Tuesday, May 14, 2019 and will follow the pre-proposal conference.



**2.2** The mandatory site inspections for the remainder of Group 1 and for the first part of Group 2 will be held on Wednesday, May 15, 2019 starting at 8:00 a.m. at the Grove Avenue Pump Station.

**2.3** The mandatory site inspections for the remainder of Group 2 will be held on Thursday, May 16, 2019 starting at 8:00 a.m. at the North City Water Reclamation Plant.

**2.4** The mandatory site inspections for Group 3 will be held on Friday, May 17, 2019 starting at 8:00 a.m. at the Otay Water Treatment Plant.

Drive time will be allowed between each site, as needed.

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

The following table approximates start times of site visits and is provided only as a guide. The order of the site visits will remain unchanged, unless otherwise notified. This will be the only opportunity for Proposers to walk the sites.

	<b>Site Visit Order and Locations</b>	<b>Date and Approximate Start Time</b>	<b>Date and Approximate End Time</b>
Group 1	Alvarado WTP Plant, Alvarado Joint Lab, Electrical and IC&T, Employee Training & Development Center, SCADA trailers immediately following the Pre-Proposal Conference and all located in the same general area as the Pre-Proposal Conference.	Tuesday May 14, 2019 8:30 AM	Tuesday May 14, 2019 10:30 AM
Group 1	Point Loma Wastewater Treatment Plant (PLWTP) 1902 Gatchell Rd. San Diego, CA. 92106  Main Operations Building. Check in at Guard Shack. Guard can provide directions to Main Operations Building.	Tuesday May 14, 2019 11:30 AM	Tuesday May 14, 2019 1:00 PM
Group 1	NTC Harbor Lab Kincaid at 2392 Kincaid Road, San Diego, CA 92101.  Check in with Receptionist. Meet at Conference Room 2.	Tuesday May 14, 2019 1:30PM	Tuesday May 14 2:30 PM
Group 1	Pump Station 2 (PS2) 4077 North Harbor Dr., San Diego, CA. 92101	Tuesday May 14, 2019 2:45PM	Tuesday May 14, 2019 3:15 PM
Group 1	Pump Station 1 (PS1) 3550 Harbor Dr. San Diego, CA. 92101	Tuesday May 14, 2019 3:45PM	Tuesday May 14, 2019 4:15 PM
Group 1	Grove Avenue Pump Station (GAPS) 2484 Grove Avenue, San Diego, CA. 92154	Wednesday May 15, 2019 8:00 AM	Wednesday May 15, 2019 8:30 AM
Group 1	South Bay Wastewater Treatment Plant 2411 Dairy Mart Rd., San Diego, CA. 92154  Check in at Security Guard Shack.	Wednesday May 15, 2019 9:00 AM	Wednesday May 15, 2019 10:30 AM
Group 2	MOC Complex 9192 Topaz Way, San Diego, CA. 92123  Check in with Receptionist, meet at Conference Room 2B.	Wednesday May 15, 2019 11:15 AM	Wednesday May 15, 2019 1:15 PM

<b>Site Visit Order and Locations (continued)</b>		<b>Date and Approximate Start Time</b>	<b>Date and Approximate End Time</b>
Group 2	Metropolitan Biosolids Center (MBC) 5240 Convoy Street, San Diego, CA. 92111 Check in out front of Administration Building, located just right of security shack.	Wednesday May 15, 2019 1:45 PM	Wednesday May 15, 2019 3:15 PM
Group 2	North City Water Reclamation Plant (NCWRP) 4949 Eastgate Mall Rd. San Diego, CA. 92121 Check in at security guard shack. Meet at upper parking lot.	Thursday May 16, 2019 8:00 AM	Thursday May 16, 2019 10:00 AM
Group 2	San Pasqual Pump Station (SPPS) 14103 Highland Valley Rd. Escondido, CA. 92025	Thursday May 16, 2019 11:00 AM	Thursday May 16, 2019 11:30 AM
Group 2	Penasquitos Pump Station (PSP) 10150 Cara Way, San Diego, CA. 92131.	Thursday May 16, 2019 12:30 PM	Thursday May 16, 2019 1:00 PM
Group 2	Pump Station 64 (PS64) Building #10253 10749 Roselle St., San Diego, CA. 92121	Thursday May 16, 2019 1:30 PM	Thursday May 16, 2019 2:00 PM
Group 2	Pump Station 65 (PS65) Building #010216 12112 Sorrento Valley Rd. San Diego, CA. 92121	Thursday May 16, 2019 2:30 PM	Thursday May 16, 2019 3:00 PM
Group 3	Otay WTP 1500 Wueste Road, Chula Vista, CA 91915. Meet at the Maintenance Shop. Directions may be obtained when checking in at the Guard Shack.	Friday May 17, 2019 8:00 AM	Friday May 17, 2019 9:00 AM
Group 3	San Vicente Operations Yard 12375 Moreno Avenue, Lakeside, CA 92040 Check in at Security Guard Shack.	Friday May 17, 2019 10:00 AM	Friday May 17, 2019 11:00 AM
Group 3	Miramar WTP 10730 Scripps Lake Drive, San Diego, CA 92131. Check in at the Security Guard Shack. Will meet at Main Operations Building.	Friday May 17, 2019 11:45 AM	Friday May 17, 2019 12:45 PM

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

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

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. Proposer acknowledges that they have not solely relied upon City furnished information regarding site conditions in preparing and submitting a proposal.

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

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

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

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

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

**E. CONTRACTOR'S RESPONSIBILITIES.**

**1. Staffing.** The Contractor shall furnish adequate supervisory and working personnel capable of completing all work required under this RFP 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.

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

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

**1.2 Uniforms.** Janitorial staff, including supervisors, shall work in distinguishing neat and clean uniforms provided by the Contractor. All uniforms shall be cleaned and maintained by the Contractor. At a minimum, the Contractor will furnish their employees with a shirt, or some other type of upper body wear, in a common color bearing the company's identification. Uniform shall also consist of proper footwear that fully covers the foot. Sandals and flip-flops are unacceptable footwear. Long pants shall be worn on each work shift. Shorts and cut-offs are unacceptable. Contractor's employees must look professional and have proper personal hygiene. Appropriate uniform shall be worn at all times, including personnel who are being trained. Failure to do so may result in termination of the contract.

**1.3 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-provided chemicals and shall train their janitorial staff on safety requirements to include SDS for all chemicals used for this contract (including any City-provided chemicals), Blood Born Pathogen, Personal Protective Equipment, and Injury/Illness Program as required by CAL OSHA, Title 8, Sections 3203, 1926.59, and 5193. Janitorial staff shall be trained in the proper use of green cleaning techniques and products.

The Contractor is required to provide certification that janitorial personnel assigned to the contract have received this training. This certification must be submitted to the Technical Representative or designee prior to the commencement of the contract (see Attachment B for form to use). 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.

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

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

**2. Cleaning Supplies, Chemicals and Equipment.**

**2.1 Contractor Furnished Supplies and Cleaning Equipment.** The Contractor shall be responsible for furnishing the equipment and supplies, such as but not limited to, mops, mop heads, mop buckets, step stools, ladders, vacuums, dusters, brooms, dust pans, sponges, and rags, required for performing specified tasks, unless otherwise noted. All materials shall be top quality by industry standards. All vacuum cleaners shall be power lifting, silent, commercial grade with micro filters. Any vacuum cleaners, power scrubbers or other power equipment provided by the contractor shall be in proper, safe working condition before use. Frayed cords or other non-safe conditions must be corrected immediately, or the machine must be removed from service.

**2.2 City Furnished Supplies.** The City shall provide all required cleaning chemicals and day-to-day janitorial supplies required on this contract, such as but not limited to, trash liners, paper towels, deodorizers, liquid or powdered hand soap, toilet paper, seat covers and shower curtains, unless Contractor is otherwise notified by the Technical Representative or designee during the term of this contract.

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

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

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

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

Keys, security access cards, and employee identification badges supplied to Contractor shall not be duplicated, except by the City. Lost keys, security access cards, and employee

identification badges shall be reported immediately to the Technical Representative or designee.

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

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

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

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

**5. Contractor Response Time.** A Contractor representative, authorized to discuss matters related to this contract, must be available during normal business hours, between 6:00 a.m. and 4:30 p.m., Monday through Friday. Contractor must be available via cell phone, and/or email during these designated times.

**5.1 Emergency Calls for Call Back Services.** A supervisor or manager shall respond to emergency telephone calls within fifteen (15) minutes of the call being placed. All actions required to resolve onsite emergencies shall be completed within four (4) hours and shall be charged at the "Call Back Services" rate submitted by the Contractor on the Pricing pages of this RFP. Emergency calls are defined as those where the Technical Representative or designee states an emergency exists and notifies the Contractor's office of such emergency. Failure to take appropriate corrective action for emergencies within the time frame may result in termination of the contract.

**5.2 Non-Emergency Calls.** A supervisor or manager shall respond to non-emergency calls, or e-mails within one (1) hour of the call being placed, or the email being sent. All actions required to resolve the non-emergency issue(s) or deficiencies must be completed by the next business day unless otherwise directed by the Technical

Representative or designee. Failure to respond and/or take appropriate corrective action within the time frame specified may result in termination of the contract.

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

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

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

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

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

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

**8. Environmental Management System.** *Public Utilities Department* complies with the voluntary environmental standard titled ISO 14001 Environmental Management Systems. This includes a commitment to Regulatory Compliance, Pollution Prevention, and Continual Improvement. The Contractor shall be aware of the ISO-14001 Environmental Management System while working at the site under contract and is expected to participate by following environmental regulations, keeping the site clean, waste minimization, recycling, and reporting any environmental issues or concerns to the site representative. Contract personnel working for or on behalf of our organization are required to be aware of and in support of these programs and goals. Information will be provided by the contract manager on an annual basis in the form of a printed document. Documented evidence, such as a sign in sheet is required to ensure the awareness training has been provided.

**9. Janitor's Closet.** Janitorial closets/rooms, as applicable, will be maintained in a clean, disinfected, and sanitized manner to include sinks, floors, and all fixtures and fittings. Cleaning materials shall be properly maintained and stored. Buckets shall be emptied daily.



NTC Harbor Laboratory: Located in the Janitorial Closet on the lower level is a basin drain system. The Janitor shall take care to make sure that the drain is not blocked or covered at any time.

**10. Security Precautions.** Janitorial personnel shall not allow anyone on the premises unless that person is specifically assigned by the Contractor to do janitorial service at the facility. This rule will be strictly enforced, and non-compliance shall be cause for termination of the contract.

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

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

**12. Contractor Strategic Plan for Training, Staffing and Business Performance.** Proposers shall submit a written description of the proposed methods and a specific work plan explaining how they will provide the complete services as specified in this 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.

**12.1** The training plan shall describe in detail how Contractor will train janitors and supervisors in advance of working on this RFP, to address areas of facility orientation, cleaning methods for assigned cleaning tasks, and use of contractor- provided equipment. The training plan will address how contractor will minimize janitorial and management staff turnover assigned to this RFP, 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.

**12.2** The staffing plan shall confirm availability of all staff, and any needed reserve staff, for all aspects of related services, and shall address staff recruiting and retention. Contractor shall provide documentation of staff retention and turnover at a facility of similar scope (in scale and type and volume of services) from within the last three (3) years. The plan shall specify the total number of janitorial, management and supervisory staff Contractor will dedicate to the account by facility per Group, and how management will retain the indicated staff to maximize the accumulation of on-site familiarity and institutional knowledge among all staff during the contract. The staffing plan shall also

include names, titles, resumes, and description(s) of duties for all Managers, including the Account Manager, and Supervisors performing work relative to this Contract.

**12.3** The business plan shall show Contractor can provide an adequate number of trained staff and all equipment and materials required to perform the Contract in an efficient, timely, and consistent manner. The business plan shall also present a detailed cleaning strategy clearly describing how the Contractor will manage, supervise and clean facility by Group, in satisfaction of the Contract. Challenges related to cleaning the facilities in satisfaction of the required specifications in this RFP shall be identified and Proposer shall provide solutions to all such anticipated challenges.

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

**13.1** Contractor shall submit a staffing or organizational chart showing staffing to be used including the dedicated Account Manager, all supervisors who will supervise work, and all senior management who supervise the dedicated Account Manager, including all years of tenure of such.

**13.2** 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 at facilities as those specified in this RFP. All references shall be provided on the Contractor Standard Pledge of Compliance, Revised April 5, 2018, paragraph F, item 7.

**13.3** 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 this RFP. Contractor shall submit the resume for the dedicated Account Manager.

**13.4** All Managers and Supervisors proposed to be involved in services at facilities in this RFP must have a minimum of two (2) years' service in providing managerial and supervisory support in cleaning and conducting work of similar type, scope, and scale as those specified in this RFP. Contractor shall submit resumes for the Managers and Supervisors proposed to be involved in services for this RFP.

**F. STATEMENT OF METHODOLOGY.**

**1.** Detailed explanation of all janitorial activity to be provided by the proposer. Include cleaning methods, staffing, supervision, materials consumable, man-hours, and security measures.

**2.** A description of specific employee training programs, proposed uniforms, employee identification methods, means of communication (cell phone, radio), emergency response and security measures for all personnel.

**3.** A comprehensive cost analysis for each facility including proposer's cost for man-hours, materials, consumables, project work and other costs associated with providing complete janitorial services in accordance with the specification and "Statement of Janitorial

Tasks and Cleaning Standards” in each facility. This is in addition to completing the Pricing Page(s), attached in PlanetBids as an Excel spreadsheet.

4. A complete materials/consumables list (See paragraph E. item 2.1, “Contractor Furnished Supplies and Cleaning Equipment”).

5. A detailed list of the types of cleaning equipment to be utilized in the performance of cleaning tasks, along with the age of the vacuum cleaners.

6. Demonstration of green cleaning practices, and other policies and measure which indicate environmental sensitivity.

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

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

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

**2. Inspections by City’s Technical Representative or Designee.** Regular inspections shall be conducted by the City’s Technical Representative or designee. Any performance deficiencies shall be noted on the Janitor’s Cleaning 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. Failure to correct deficiencies to comply with the specifications within the time specified may result in termination of the contract.

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

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

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

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

**Daily Tasks (Full Service Day):**

The following tasks (Tasks No. 1 – 13) shall be performed on the day(s) specified in the Pricing pages at each site designated in this RFP, unless otherwise expressly noted.

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

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

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

**2. Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers.** Contractor shall refill all dispensers for paper towels, soap, toilet paper and toilet seat covers using City-provided material. Contractor shall provide a minimum of a one (1) week notice to the Technical Representative or designee when supplies need to be replenished.

**3. Clean Drinking Fountains/Water Dispensers/Ice Maker Machines.** Contractor shall clean and sanitize drinking fountains/water dispensers/Ice Maker Machines to remove all spots, marks and stains. For sanitation purposes, Contractor shall not use the same rags, sponges, cloths, etc. to clean and sanitize the drinking fountains/water dispensers/Ice Maker Machines as those that are used to clean other areas.

**4. Clean Kitchen Area/Break Room including Microwave Ovens.** Kitchen areas/break rooms shall be cleaned and sanitized including sinks, floor sinks, and countertops. All spots, marks, and stains shall be removed; tables and chairs shall be

cleaned and straightened. Contractor shall clean microwave, interior and exterior, removing all food remains, splatters, spills and smudges. Exterior of refrigerators (including the top) and toaster ovens (as applicable) shall be wiped clean by Janitorial staff.

**5. Damp Mop and Disinfect All Hard Surface Flooring Areas.** Contractor shall damp mop and disinfect vinyl, tile, linoleum, concrete and other types of floor covering excluding rubber, carpet, hardwood and sports flooring in all public and staff areas, to include but not be limited to, hallways, lobbies, restrooms, locker rooms, showers, and kitchens, to remove all spots, stains, or spills as part of normal floor care.

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

**6. Sweep/Dust Mop Floors.** Contractor shall remove dirt on all non-carpeted flooring to include stairways, stairway landings and areas under chairs, tables, and desks by one (1) or more of the following. Special attention will be given to edges, nooks, and baseboards to prevent the accumulation of soil, lint, or other material.

- 6.1 Sweeping with a horsehair or similar type push broom;
- 6.2 Using a dust mop;
- 6.3 Using renewable commercial-type cleaning cloths; and/or
- 6.4 Using a heavy-duty vacuum cleaner with appropriate pick up tool.

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

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

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

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

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

spots shall be removed immediately with an approved carpet cleaning solution in such a manner, which will not leave rings or discoloration.

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

**9. Pick-up Litter, Trash, and Garbage.** Contractor shall pick-up and dispose of all litter, trash, garbage, and foreign discarded or abandoned objects found in the interior of the facility, exterior parking lots, patios, all entry ways, and walkways. Contractor shall pick-up and dispose of trash from trash cans located at the entrance and exit doors. All trash will be placed in a designated City dumpster.

**10. Empty and Clean all Wastebaskets, Trash Receptacles, and Ash Urns.** Contractor shall empty all wastebaskets, trash receptacles, ashtrays, butt cans, and sand urns inside facility and outside all lobby door entrances, patios and breeze ways. All receptacles shall be washed, as necessary, to maintain them in a stain-free and odor-free condition. Trash receptacles shall be lined with City-provided plastic trash bags. Contractor shall place all trash bags in a designated dumpster(s). The sand in sand urns shall be sifted quarterly or as needed.

**11. Empty Recycle Containers and Bins.** Contractor shall empty all recycling bins, including but not limited to: desk-side, common area, entrance and exit doors, and patios, into the designated recycling dumpster(s), as required.

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

**12. Clean Glass, Mirrors, and Metal Handrails.** Contractor, as needed, shall clean all interior glass including observation windows, display-type windows, display cases, glass doors and adjoining panes, interior partitions, desk glass, mirrors, and metal handrails will be washed and cleaned. Glass surfaces shall be left clean with no fingerprints, streaks, spots, or dirt film. Care shall be taken in cleaning any surfaces covered with solar film to avoid any damage to the film.

NTC Harbor Laboratory: Clean, as needed, all interior glass and windows, including twelve-foot front glass panels in lobby.

**13. Clean Tables, Chairs, Countertops, and Dry Erase/Chalk Boards.** Contractor shall wipe and clean tables, chairs, countertops, and dry erase/chalk boards, as needed, to remove fingerprints, streaks, spots, dirt film and/or writing in all conference rooms, and break rooms at each facility, and at Alvarado Employee Training & Development Center five (5) classrooms. No wax or oily polish shall be applied.

**Weekly Tasks:**

The following Weekly Tasks (Tasks No. 14 – 22) shall be performed once per week, unless otherwise expressly noted. Tasks specified under daily requirements shall be included in the weekly tasks.

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

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

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

All cobwebs shall be removed.

**15. Vacuum and Clean Fabric Seat Cushions-** Contractor shall vacuum seat cushions to remove all visible dirt. Special attention shall be given to prevent the accumulation of dirt, lint, or other foreign matter. Vacuum cleaning shall also include the removal of all spots, stains, or spills as part of normal care.

**16. Floor Drains.** Contractor shall maintain floor drains so that they do not smell. Contractor shall pour approximately one (1) cup of City approved disinfectant/enzyme cleaner down each restroom floor drain, as needed.

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

**18. Dust Air Diffusers, Grills, Vents, and Filter Houses.** Contractor shall maintain the air diffusers, grills, and vents, including those located in restrooms to keep them clean and free of dust. These areas shall be wiped and cleaned with a damp cloth and/or vacuumed to remove dust, dirt, and debris. A ladder will be used where necessary.

**19. Clean all Window Blinds.** Contractor shall maintain the window blinds and shades to keep them free of dust, dirt, dead bugs, and dead bug spots. Contractor shall wipe them with a damp cloth or clean with the appropriate specialized hand tool.

**20. Sweep Pedestrian Areas.** Contractor shall sweep exterior sidewalks, pedestrian access walkways, stairs, stairwells, main entrance, and outside vestibules.

**21. Clean Patios.** Contractor shall sweep patios and stairs, wipe down tables, chairs and exterior handrails, and empty trash.

**22. ELEVATORS ONLY - Vacuum and Clean.** Contractor shall vacuum carpets and carpeted walls of each elevator, or if not carpeted, contractor shall dust, sweep and mop elevator floor and wipe down elevator walls to remove dirt, debris, and litter. Contractor shall wipe down and clean all hand rails, doors (including outside and inside of doors when closed), and door tracks to leave them left clean and polished with no fingerprints, streaks, spots or spills. Refer to Facility Description, Attachment C for locations that have elevators.

**Monthly Tasks:**

The following **Monthly** Tasks (tasks no. 23 – 25) shall be performed once per month, unless otherwise expressly noted.

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

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

Contractor is responsible for removing and replacing all furniture.

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

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

**Optional Discretionary Tasks Requiring Written Pre-Authorization:**

The following optional tasks (Tasks No. 26 – 28) shall be performed at each facility at the discretion of the City, as directed by the Technical Representative, or designee, and only after written pre-authorization. The City is not required to pay for optional tasks performed without written pre-authorization.

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

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



Contractor is responsible for removing and replacing all furniture.

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

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

**K. SERVICE HOURS AND FACILITIES TO BE MAINTAINED.** Complete janitorial maintenance service shall be completed at each facility between the "Hours of Service" listed in the table on the following pages.

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

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

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<b>Group / Schedule</b>	<b>Facility Location</b>	<b>Hours of Service</b>	<b>Department Representative</b>
Group 1 Schedule A	NTC Harbor Lab, 2392 Kincaid Road, San Diego, CA 92101	Monday-Friday 7:00am – 3:30pm	David Magpali Telephone: (619) 758-2306 Email: DMagpali@sandiego.gov
Group 1 Schedule B	Alvarado WTP 5540 Kiowa Drive La Mesa, CA 91942	Monday-Friday 7:00am – 3:30pm	Michael Simpson Telephone: (619) 668-2773; Email: MSimpson@sandiego.gov.
Group 1 Schedule C	Alvarado Joint Lab Building No. 1003 5530 Kiowa Drive La Mesa, CA 91942	Monday-Friday 7:00am – 3:30pm	David Magpali Telephone: (619) 758-2306 Email: DMmagpali@sandiego.gov
Group 1 Schedule D	Employee Training and Development Center at Alvarado 5510 Kiowa Drive La Mesa, CA 91942	Monday-Friday 7:00am – 3:30am Due to training schedules, the start time may be moved to 6:00am by the Technical Representative or designee.	Veronica Arnold Telephone: (619)-668-2085 Email: VArnold@sandiego.gov
Group 1 Schedule E	Electrical and IC&T Building at Alvarado 5530 Kiowa Drive La Mesa, CA 91942	Monday-Friday 7:00am – 3:30pm	Bernardino Labiano Cell: (619) 871-2519; Office: (619) 668-2796 Email: BLabiano@sandiego.gov
Group 1 Schedule F	SCADA Trailers at Alvarado WTP 5540 Kiowa Drive La Mesa, CA 91942	Tuesday and Thursday 7:00am – 3:30pm	John Irving Telephone: (619) 527-3441 Email: RIrving@sandiego.gov

Group / Schedule	Facility Location	Hours of Service	Department Representative
Group 1 Schedule G	Point Loma Wastewater Treatment Plant (PLWWTP) 1902 Gatchell Rd. San Diego, CA 92106	<b>There shall be one (1) daytime janitor assigned to this site Monday through Friday from 6:00 am to 2:30 pm.</b>	Ted Taylor Cell: (619) 980-8988 Office: (619) 221-8716 Email: totaylor@sandiego.gov
Group 1 Schedule H	Pump Station 1 (PS1) 3550 Harbor Dr. San Diego, CA 92101  And  Pump Station 2 (PS2) 4077 North Harbor Drive San Diego, CA 92101	<b>There shall be one (1) daytime janitor assigned to these sites, five (5) days a week, Monday through Friday, unless otherwise directed by the Technical Representative:</b>  <b>1. The daytime janitor will start work each day at Pump Station #2 and work from 6 am to 10 am,</b>  <b>2. Then the daytime janitor will go to Pump Station #1, and work from 11 am to 2:30 pm.</b>	Ted Taylor Cell: (619) 980-8988 Office: (619) 221-8716 Email: totaylor@sandiego.gov

Group / Schedule	Facility Location	Hours of Service	Department Representative
Group 1 Schedule I	Grove Avenue Pump Station (GAPS) 2484 Grove Avenue San Diego, CA 92154	Janitorial service shall be completed one (1) day every two (2) weeks on Tuesday, <b>between 7:00 am and 10:00 am.</b>  Janitor must complete tasks between the aforementioned hours.	Robert Rodriguez Cell: (619) 980-0775 Office: (619) 428-7317 Email: rodriguezrf@sandiego.gov
Group 1 Schedule J	South Bay Wastewater Reclamation Plant 2411 Dairy Mart Rd. San Diego, CA 92154	<b>There shall be one (1) daytime janitor assigned to this site Monday through Friday from 6:00 am to 2:30 pm.</b>	Robert Rodriguez Cell: (619) 980-0775 Office: (619) 428-7317 Email: rodriguezrf@sandiego.gov

ADDENDUM D - 10089561-19-L-RFP  
 June 6, 2019

Group / Schedule	Facility Location	Hours of Service	Department Representative
Group 2 Schedule A	MOC 1 9150 Topaz Way San Diego, CA 92123-1119	Monday – Friday Night Time janitorial services shall be completed five (5) days a week from 5:00 pm-Midnight.  In addition, there shall be one (1) daytime janitor assigned to this site Monday through Friday <b>from 5:00 am to 1:30 pm</b> . This daytime janitor will be shared between MOC 1, 2, 3, 6, and 9.	Federico Guerra Cell: (619) 980-2560 Office: (858) 654-4289 Email: fguerra@sandiego.gov
Group 2 Schedule B	MOC 2 9192 Topaz Way San Diego, CA 92123-1119	Monday – Friday Night Time janitorial services shall be completed five (5) days a week from 5:00pm-Midnight.  In addition, there shall be one (1) daytime janitor assigned to this site Monday through Friday <b>from 5:00 am to 1:30 pm</b> . This daytime janitor will be shared between MOC 1, 2, 3, 6, and 9.	Federico Guerra Cell: (619) 980-2560 Office: (858) 654-4289 Email: fguerra@sandiego.gov
Group 2 Schedule C	MOC 3 9191 Kearny Villa Court San Diego, CA 92123-1107	Monday – Friday Night Time janitorial services shall be completed five (5) days a week from 5:00pm-Midnight.  In addition, there shall be one (1) daytime janitor assigned to this site Monday through Friday <b>from 5:00 am to 1:30 pm</b> . This daytime janitor will be shared between MOC 1, 2, 3, 6, and 9.	Federico Guerra Cell: (619) 980-2560 Office: (858) 654-4289 Email: fguerra@sandiego.gov

ADDENDUM D - 10089561-19-L-RFP  
June 6, 2019

Group / Schedule	Facility Location	Hours of Service	Department Representative
Group 2 Schedule D	MOC 6 5571 Kearny Villa Road San Diego, CA 92123-1107	Monday – Friday Night Time janitorial services shall be completed five (5) days a week from 5:00pm-Midnight.  In addition, there shall be one (1) daytime janitor assigned to this site Monday through Friday <b>from 5:00 am to 1:30 pm</b> . This daytime janitor will be shared between MOC 1, 2, 3, 6, and 9.	Federico Guerra Cell: (619) 980-2560 Office: (858) 654-4289 Email: fguerra@sandiego.gov
Group 2 Schedule E	MOC 9 5655 Kearny Villa Rd. San Diego, CA 92123-1123	Monday – Friday Night Time janitorial services shall be completed five (5) days a week from 5:00pm-Midnight.  In addition, there shall be one (1) daytime janitor assigned to this site Monday through Friday <b>from 5:00 am to 1:30 pm</b> . This daytime janitor will be shared between MOC 1, 2, 3, 6, and 9.	Federico Guerra Cell: (619) 980-2560 Office: (858) 654-4289 Email: fguerra@sandiego.gov
Group 2 Schedule F	Metropolitan Biosolids Center (MBC) 5240 Convoy Street San Diego, CA 92111	There shall be one (1) daytime janitor assigned to this site Monday through Friday <b>from 5:00 am to 1:30 pm</b> . This daytime janitor will only work within this site.	John Medina Cell: (858) 735-9542 Office: (858) 614-5501 Email: jmedina@sandiego.gov

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Group / Schedule	Facility Location	Hours of Service	Department Representative
Group 2 Schedule G	North City Water Reclamation Plant (NCWRP) 4949 Eastgate Mall Road San Diego, CA 92121	<b>There shall be one (1) daytime janitor assigned to this site Monday through Friday from 6:00 am-3:00 pm. This daytime janitor will only work at this site.</b>	James Golden Cell: (760) 638-0333 Office: (858) 824-6010 Email: jgolden@sandiego.gov
Group 2 Schedule H	Penasquitos Pump Station 10150 Cara Way San Diego, CA 92131	Janitorial service shall be completed one (1) day a week on Thursday, between 6:00am to 11:00am  Janitor must complete tasks between the aforementioned hours.	John Medina Cell: (858) 735-9542 Office: (858)614-5501 Email: jmedina@sandiego.gov
Group 2 Schedule I	Pump Station 64 (PS64) Building #10253 10749 Roselle St. San Diego, CA 92121	Janitorial Service shall be completed by one (1) janitor five (5) days a week, Monday thru Friday from 6:00am to 11:00am.	James Golden Cell: (760) 638-0333 Office: (858) 824-6010 Email: jgolden@sandiego.gov
Group 2 Schedule J	Pump Station 65 (PS65) Building #010216 12112 Sorrento Valley Rd. San Diego, CA. 92121	Janitorial Service shall be completed by one (1) janitor five (5) days a week, Monday thru Friday from 6:00am to 11:00am.	James Golden Cell: (760) 638-0333 Office: (858) 824-6010 Email: jgolden@sandiego.gov

ADDENDUM D - 10089561-19-L-RFP  
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<b>Group / Schedule</b>	<b>Facility Location</b>	<b>Hours of Service</b>	<b>Department Representative</b>
Group 2 Schedule K	San Pasqual Pump Station (SPPS) 14103 Highland Valley Rd. Escondido, CA. 92025	Janitorial service shall be completed as needed, and only with written pre-authorization from Technical Representative.	Federico Guerra Cell: (619) 980-2560 Office: (858) 654-4289 Email: fguerra@sandiego.gov
Group 3 Schedule A	Miramar WTP 10730 Scripps Lake Drive San Diego, CA 92131	Monday, Wednesday, Friday 7:00am - 3:30pm	Richard Hopson Telephone: (858) 635-7305; Email: RHopson@sandiego.gov
Group 3 Schedule B	Otay WTP 1500 Wueste Road Chula Vista, CA 91915	Monday, Wednesday, Friday 7:00am - 3:30pm	Jeff Cekander Telephone: (619) 424-0462; Email: JCekander@sandiego.gov
Group 3 Schedule C	San Vicente Water Operations Yard 12375 Moreno Ave Lakeside, CA 92040	Monday, Wednesday, Friday <b>6:30 am - 9:00 am</b>	Bryan Norris Telephone: (619) 668-2014 Email: BNorris@sandiego.gov



**L. CITY OBSERVED HOLIDAYS.** Janitorial maintenance service shall not be performed on City observed holidays at any of the facilities listed in this RFP.

The Contractor only receives compensation for the days that they perform service at the locations specified in this RFP.

There are ten (10) City observed holidays.

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

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

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

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

**P. PAYMENTS WITHHELD.** The City may withhold payment for services not performed and for unsatisfactory or substandard work not corrected to the satisfaction of the Technical Representative or designee within the time specified. Such deductions shall not prevent the City from proceeding with The City's Right to Terminate for Default of the contract in

accordance with Section 4.3 (City's Right to Terminate for Default) of the General Contract Terms and Provisions revised December 18, 2017.

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

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

**R. SUBCONTRACTORS.** If Contractor proposes any subcontractors to be used in the performance of the proposed contract, Contractor shall provide a detailed scope of work which will be done by subcontractors and list all City facilities/treatment plants where subcontractors will be assigned to work. Contractor shall provide this information on the Contractor Standards Pledge of Compliance Form on page 9, paragraph K, "Statement of Subcontractors & Suppliers", and on page 12, Attachment A (to be used for additional space, if needed).

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

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

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

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

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

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

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

**V. SURETY BOND.** Prior to the execution of the contract, the Contractor shall furnish the City with a surety bond executed in accordance with Section 8.1 of the General Contract Terms and Provisions, revised November 8, 2016. The Bond shall guarantee Contractor's faithful performance of the contract and assure payment to contractors, subcontractors, and to persons furnishing services under the contract.

**W. ADDITIONAL INSURANCES.** Contractor shall not begin any performance under the contract until it has provided the City with evidence of the following insurance coverage, in addition to the coverage required under Section 7.2 of the General Contract Terms and Provisions, revised November 8, 2016.

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.

**X. TECHNICAL REPRESENTATIVE.** The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

**Y. POST AWARD KICK-OFF MEETING.**

1. Proposer receiving award under this solicitation shall be required to attend a post award kick-off meeting within ten (10) calendar days after award of contract to be scheduled by the Technical Representative or designee.

1.1. The Technical Representative or designee shall communicate the date, time, location, and agenda for this meeting to proposer.

**Z. PRICING.**

It is the City's intent to award this RFP to a single Proposer. The Price pages are to be completed in full and shall be incorporated herein. Failure to submit complete Price pages shall be cause for the proposal submittal to be deemed non-responsive.

Proposers must submit their proposal for pricing on the Price pages attached to PlanetBids as an Excel spreadsheet (only the City's Price page(s) will be accepted). Using the Price pages will help ensure consistency in the price evaluation process. Any deviations from the Price pages may be considered non-responsive and unacceptable. "N/A" should be used for any areas of the Pricing pages that are not applicable. Blanks on the Price pages will be interpreted as zero (0), and no price will be allowed.

The prices stated on the Price pages shall be submitted as a flat rate for performance of all specifications in this RFP; fully burdened, firm, fixed price and shall include the complete service and/or material, and be inclusive of any and all related charges and costs, including, but not limited to labor (in accordance with the City of San Diego's Living Wage Ordinance at the Living Wage in effect on July 1, 2017), cleaning materials/supplies (as specified), equipment, travel, transportation, training, overhead, administrative costs, profit, etc. The City shall evaluate pricing for this RFP solely based upon proposers submitted flat rate, as specified in the Pricing pages below.

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

**AA. ADDITIONAL JANITORIAL SERVICES.**

1. Provide, at the discretion of the City, additional janitorial services related to the scope of work and in accordance with this RFP.

1.1 Additional janitorial services are optional and may be required on an as-needed basis throughout the term of the contract.

2. Proposers shall provide, as an attachment to the Price page(s) their pricing for additional janitorial services within the scope of work as outlined in this RFP and as detailed in proposer's response.

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

**Exhibit C**



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

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

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

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

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

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

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

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

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

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

### ARTICLE III COMPENSATION

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

**3.2 Invoices.**

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE IV SUSPENSION AND TERMINATION**

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

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



otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

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

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

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

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

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

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

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

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

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

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

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

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

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

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

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

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

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

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

## **ARTICLE VIII BONDS**

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

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

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

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

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

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

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

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

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

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

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

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

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

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

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

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

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

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

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

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

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

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 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.			

**ATTACHMENT A**

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

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

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

**Circle the Day of Service:**

<b>JANITOR</b> Initial and date each task when completed	<b>CITY INSPECTOR</b> Completed Satisfactorily	
<b>M T W TH</b> <b>F SA SU</b>	<b>YES</b>	<b>NO</b>

<b>As specified, Exhibit B, Paragraph I, Statement of Tasks and Cleaning Standards:</b>			
1. Clean Restrooms, Locker Rooms, Showers, and Janitor Closets			
2. Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers			
3. Clean Drinking Fountains/Water Dispensers/Ice Maker Machines			
4. Clean Kitchen Area/Break Room including Microwave Ovens			
5. Damp Mop & Disinfect All Hard Surface Flooring Areas			
6. Sweep/Dust Mop Floors			
7. Vacuum Carpeted Floors and Rugs			
8. Routine Spot Clean Carpet			
9. Pick-up Litter, Trash, and Garbage			
10. Empty and Clean All Wastebaskets, Trash Receptacles, and Ash Urns			
11. Empty Recycle Containers and Bins			
12. Clean Glass, Mirrors, and Metal Handrails <i>NOTE: At NTC Harbor Lab: Includes cleaning 12 foot front glass panels in lobby.</i>			
13. Clean Tables, Chairs, Countertops, and Dry Erase/Chalk Boards			

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

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

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

Contractor’s Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

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

**LEGEND:**

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

**ATTACHMENT A (cont.)**

**JANITOR'S WEEKLY TASKS CLEANING CHECKLIST**

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

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

**Circle the Day of Service:**

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

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

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

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

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

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

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

ATTACHMENT A (cont.)

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

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

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

Circle the Day of Service:

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

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

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

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

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

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

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

**ATTACHMENT B**

**TRAINING CERTIFICATION FOR JANITORIAL PERSONNEL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title







<b>ADDENDUM D, Attachment D: Pricing Pages, RFP 10089561-19-L</b>										
Group	Schedule	Section	Facility	Item No.	Estimated Annual Visit Frequency	Description - Tasks as Specified	One (1) Time Price	Unit of Measure	Extended Annual Price	Total per Site/Facility
<b>NTC HARBOR LABORATORY</b>										
1	A		Building No. 010356 - 2 Levels	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	A		Building No. 010356 - 2 Levels	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	A		Building No. 010356 - 2 Levels	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
<b>ALVARADO WTP</b>										
1	B	1	Main Building No. 6719 - 2 Levels	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	B	1	Main Building No. 6719 - 2 Levels	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	B	1	Main Building No. 6719 - 2 Levels	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	B	2	Finished Water Chem Bldg & Raw Water Chemical Bldg Restrooms	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	B	2	Finished Water Chem Bldg & Raw Water Chemical Bldg Restrooms	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	B	2	Finished Water Chem Bldg & Raw Water Chemical Bldg Restrooms	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	B	3	Ozone Facility - Office Space/Elevator & Restrooms	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	B	3	Ozone Facility - Office Space/Elevator & Restrooms	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	B	3	Ozone Facility - Office Space/Elevator & Restrooms	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	B	4	Guard Shack	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	B	4	Guard Shack	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	B	4	Guard Shack	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -

<b>ADDENDUM D, Attachment D: Pricing Pages, RFP 10089561-19-L</b>										
Group	Schedule	Section	Facility	Item No.	Estimated Annual Visit Frequency	Description - Tasks as Specified	One (1) Time Price	Unit of Measure	Extended Annual Price	Total per Site/Facility
<b>ALVARADO JOINT LABORATORY</b>										
1	C		Building No. 10013	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	C		Building No. 10013	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	C		Building No. 10013	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
<b>EMPLOYEE TRAINING &amp; DEVELOPMENT CENTER AT ALVARADO</b>										
1	D		Employee Train/Dev Center - 2 Levels	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	D		Employee Train/Dev Center - 2 Levels	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	D		Employee Train/Dev Center - 2 Levels	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
<b>ELECTRICAL AND IC&amp;T BUILDING AT ALVARADO WTP</b>										
1	E		Electrical/ICT Bldg	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	E		Electrical/ICT Bldg	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	E		Electrical/ICT Bldg	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
<b>TWO (2) SCADA TRAILERS AT ALVARATO WTP CAMPUS</b>										
1	F		Two (2) SCADA Trailers	1	104	Daily Tasks, two (2) days a week, Tuesday and Thursday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	F		Two (2) SCADA Trailers	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	F		Two (2) SCADA Trailers	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -

<b>ADDENDUM D, Attachment D: Pricing Pages, RFP 10089561-19-L</b>										
Group	Schedule	Section	Facility	Item No.	Estimated Annual Visit Frequency	Description - Tasks as Specified	One (1) Time Price	Unit of Measure	Extended Annual Price	Total per Site/Facility
<b>POINT LOMA WASTEWATER TREATMENT PLANT (PLWWTP)</b>										
1	G	1	PLWWTP FIRP Pump Station Bldg No. 10255	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	G	1	PLWWTP FIRP Pump Station Bldg No. 10255	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	G	1	PLWWTP FIRP Pump Station Bldg No. 10255	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	G	2	PLWWTP Engineering Bldg No. 4050	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	G	2	PLWWTP Engineering Bldg No. 4050	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	G	2	PLWWTP Engineering Bldg No. 4050	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	G	3	PLWWTP Restroom So. Central Bldg No. 10041	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	G	3	PLWWTP Restroom So. Central Bldg No. 10041	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	G	3	PLWWTP Restroom So. Central Bldg No. 10041	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	G	4	PLWWTP Central Control Bldg No. 4056	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	G	4	PLWWTP Central Control Bldg No. 4056	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	G	4	PLWWTP Central Control Bldg No. 4056	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	G	5	PLWWTP Restroom North Control Bldg No. 4055	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	G	5	PLWWTP Restroom North Control Bldg No. 4055	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	G	5	PLWWTP Restroom North Control Bldg No. 4055	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	G	6	PLWWTP Restrooms/Showers/Lockers Grit Pump Bldg No. 4054	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	G	6	PLWWTP Restrooms/Showers/Lockers Grit Pump Bldg No. 4054	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	

<b>ADDENDUM D, Attachment D: Pricing Pages, RFP 10089561-19-L</b>										
Group	Schedule	Section	Facility	Item No.	Estimated Annual Visit Frequency	Description - Tasks as Specified	One (1) Time Price	Unit of Measure	Extended Annual Price	Total per Site/Facility
1	G	6	PLWWTP Restrooms/Shower/Lockers Grit Pump Bldg No. 4054	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	G	7	PLWWTP Ops & Visitor's Center Bld No. 10267	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	G	7	PLWWTP Ops & Visitor's Center Bld No. 10267	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	G	7	PLWWTP Ops & Visitor's Center Bld No. 10267	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	G	8	PLWWTP Warehouse Bldg No. 1389	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	G	8	PLWWTP Warehouse Bldg No. 1389	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	G	8	PLWWTP Warehouse Bldg No. 1389	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	G	9	PLWWTP Maintenance Bldg No. 4051	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	G	9	PLWWTP Maintenance Bldg No. 4051	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	G	9	PLWWTP Maintenance Bldg No. 4051	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	G	10	PLWWTP GUF Bldg No. 1388	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	G	10	PLWWTP GUF Bldg No. 1388	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	G	10	PLWWTP GUF Bldg No. 1388	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	G	11	PLWWTP Guard Shack Bldg No. 1352	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	G	11	PLWWTP Guard Shack Bldg No. 1352	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	G	11	PLWWTP Guard Shack Bldg No. 1352	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
<b>PUMP STATION NO. 1 (PS1) &amp; PUMP STATION NO. 2 (PS2)</b>										
1	H	1	PS1 Maintenance Building	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	

<b>ADDENDUM D, Attachment D: Pricing Pages, RFP 10089561-19-L</b>										
Group	Schedule	Section	Facility	Item No.	Estimated Annual Visit Frequency	Description - Tasks as Specified	One (1) Time Price	Unit of Measure	Extended Annual Price	Total per Site/Facility
1	H	1	PS1 Maintenance Building	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	H	1	PS1 Maintenance Building	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	H	2	PS1 Building No.161	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	H	2	PS1 Building No.161	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	H	2	PS1 Building No.161	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	H	3	PS1 Trailer No. 900650	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	H	3	PS1 Trailer No. 900650	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	H	3	PS1 Trailer No. 900650	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	H	6	PS2 Maintenance Building No. 9959	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	H	6	PS2 Maintenance Building No. 9959	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	H	6	PS2 Maintenance Building No. 9959	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	H	7	PS2 Building No.163	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	H	7	PS2 Building No.163	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	H	7	PS2 Building No.163	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
<b>GROVE AVENUE PUMP STATION (GAPS)</b>										
1	I		Grove Ave Pump Station Building and Restrooms	1	26	Daily Tasks, one (1) day every two (2) weeks, Tuesday.	\$ -	Per Day	\$ -	
1	I		Grove Ave Pump Station Building and Restrooms	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	I		Grove Ave Pump Station Building and Restrooms	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -

<b>ADDENDUM D, Attachment D: Pricing Pages, RFP 10089561-19-L</b>										
Group	Schedule	Section	Facility	Item No.	Estimated Annual Visit Frequency	Description - Tasks as Specified	One (1) Time Price	Unit of Measure	Extended Annual Price	Total per Site/Facility
<b>SOUTH BAY WASTEWATER TREATMENT PLANT (SBWWTP)</b>										
1	J	1	SBWWTP Building 5	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	J	1	SBWWTP Building 5	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	J	1	SBWWTP Building 5	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	J	2	SBWWTP Building 50	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	J	2	SBWWTP Building 50	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	J	2	SBWWTP Building 50	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
1	J	3	SBWWTP Building 51	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
1	J	3	SBWWTP Building 51	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
1	J	3	SBWWTP Building 51	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
<b>EXTRA CLEANING TASKS PERFORMED ONLY AT THE DISCRETION OF THE CITY WITH WRITTEN PRE-AUTHORIZATION</b>					<b>Estimated Square Feet</b>					
1	K		Group 1 Sites/Facilities	1	44,994	Clean Carpets: Contractor shall wet/steam clean all carpeted areas within a site/facility; or any portion based upon the fixed price per square foot.	\$ -	Per Square Foot	\$ -	
1	K		Group 1 Sites/Facilities	2	101,883	Strip, Wax, and Buff: Contractor shall strip, wax, and buff all tile, vinyl/tile, terrazzo, and ceramic flooring areas within a site/facility, or any portion based upon the fixed price per square foot.	\$ -	Per Square Foot	\$ -	
1	K		Group 1 Sites/Facilities	3	14,132	Strip and Apply Concrete Cleaner: Contractor shall strip and apply concrete cleaner to all concrete flooring within a site/facility, or any portion within a facility based upon the fixed price per square foot.	\$ -	Per Square Foot	\$ -	\$ -



<b>ADDENDUM D, Attachment D: Pricing Pages, RFP 10089561-19-L</b>										
Group	Schedule	Section	Facility	Item No.	Estimated Annual Visit Frequency	Description - Tasks as Specified	One (1) Time Price	Unit of Measure	Extended Annual Price	Total per Site/Facility
<b>CALL BACK AND EXTRA CLEANING SERVICES ONLY WITH WRITTEN PRE-AUTHORIZATION</b>					<b>Estimated Annual Hours</b>					
1	L		Group 1 Sites/Facilities	1	10	Call Back Services for all sites/facilities that are a part of this Group, as specified.	\$ -	Per Hour	\$ -	
1	L		Group 1 Sites/Facilities	2	30	Extra Cleaning Services for all sites/facilities that are a part of this Group, as specified.	\$ -	Per Hour	\$ -	\$ -
								<b>Total Group 1: \$</b>		<b>-</b>

<b>ADDENDUM D, Attachment D: Pricing Pages, RFP 10089561-19-L</b>										
Group	Schedule	Section	Facility	Item No.	Estimated Annual Visit Frequency	Description - Tasks as Specified	One (1) Time Price	Unit of Measure	Extended Annual Price	Total per Site/Facility
<b>MOC CAMPUS</b>										
2	A		MOC-1	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	A		MOC-1	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	A		MOC-1	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	B		MOC-2 - 2 Levels	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	B		MOC-2 - 2 Levels	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	B		MOC-2 - 2 Levels	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	C		MOC-3	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	C		MOC-3	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	C		MOC-3	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	D		MOC-6 - 2 Levels, Combo Office & Warehouse (no janitorial work performed in 9,194 sq. ft. warehouse)	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	D		MOC-6 - 2 Levels, Combo Office & Warehouse (no janitorial work performed in 9,194 sq. ft. warehouse)	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	D		MOC-6 - 2 Levels, Combo Office & Warehouse (no janitorial work performed in 9,194 sq. ft. warehouse)	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	E		MOC-9 - Combo office & Warehouse (no janitorial work performed in 10,690 sq. ft. warehouse)	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	E		MOC-9 - Combo office & Warehouse (no janitorial work performed in 10,690 sq. ft. warehouse)	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	E		MOC-9 - Combo office & Warehouse (no janitorial work performed in 10,690 sq. ft. warehouse)	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -

ADDENDUM D, Attachment D: Pricing Pages, RFP 10089561-19-L										
Group	Schedule	Section	Facility	Item No.	Estimated Annual Visit Frequency	Description - Tasks as Specified	One (1) Time Price	Unit of Measure	Extended Annual Price	Total per Site/Facility
<b>METROPOLITAN BIOSOLIDS CENTER (MBC)</b>										
2	F	1	MBC Operations and Maint. Bldg Area 51	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	F	1	MBC Operations and Maint. Bldg Area 51	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	F	1	MBC Operations and Maint. Bldg Area 51	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	F	2	MBC Restroom, Energy Building	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	F	2	MBC Restroom, Energy Building	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	F	2	MBC Restroom, Energy Building	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	F	3	MBC Restroom, Chemical Building	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	F	3	MBC Restroom, Chemical Building	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	F	3	MBC Restroom, Chemical Building	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	F	4	MBC Pump Station Building - <i>Office &amp; Restroom</i>	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	F	4	MBC Pump Station Building - <i>Office &amp; Restroom</i>	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	F	4	MBC Pump Station Building - <i>Office &amp; Restroom</i>	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	F	5	MBC Dewatering Bldg - <i>Sq. ft. Includes 600 sq. ft. laboratory</i>	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	F	5	MBC Dewatering Bldg - <i>Sq. ft. Includes 600 sq. ft. laboratory</i>	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	F	5	MBC Dewatering Bldg - <i>Sq. ft. Includes 600 sq. ft. laboratory</i>	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	F	6	MBC Truck Wash Bldg - <i>Office &amp; Restroom</i>	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	F	6	MBC Truck Wash Bldg - <i>Office &amp; Restroom</i>	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	

<b>ADDENDUM D, Attachment D: Pricing Pages, RFP 10089561-19-L</b>										
Group	Schedule	Section	Facility	Item No.	Estimated Annual Visit Frequency	Description - Tasks as Specified	One (1) Time Price	Unit of Measure	Extended Annual Price	Total per Site/Facility
2	F	6	MBC Truck Wash Bldg - Office & Restroom	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
<b>NORTH CITY WATER RECLAMATION PLANT (NCWRP)</b>										
2	G	1	NCWRP Admin Bldg No. 10226 - 2 Levels	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	G	1	NCWRP Admin Bldg No. 10226 - 2 Levels	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	G	1	NCWRP Admin Bldg No. 10226 - 2 Levels	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	G	2	NCWRP Tertiary Filtration Area 25	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	G	2	NCWRP Tertiary Filtration Area 25	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	G	2	NCWRP Tertiary Filtration Area 25	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	G	3	NCWRP Chemical Building Area 55	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	G	3	NCWRP Chemical Building Area 55	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	G	3	NCWRP Chemical Building Area 55	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	G	4	NCWRP Headworks Building	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	G	4	NCWRP Headworks Building	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	G	4	NCWRP Headworks Building	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	G	5	NCWRP Influent Pump Station	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	G	5	NCWRP Influent Pump Station	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	G	5	NCWRP Influent Pump Station	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
<b>PENASQUITOS PUMP STATION (PPS)</b>										

<b>ADDENDUM D, Attachment D: Pricing Pages, RFP 10089561-19-L</b>										
Group	Schedule	Section	Facility	Item No.	Estimated Annual Visit Frequency	Description - Tasks as Specified	One (1) Time Price	Unit of Measure	Extended Annual Price	Total per Site/Facility
2	H	1	PPS Maintenance Building	1	52	Daily Tasks, One (1) day a week, <i>Thursday</i> , as specified.	\$ -	Per Day	\$ -	
2	H	1	PPS Maintenance Building	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	H	1	PPS Maintenance Building	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	H	2	PPS Control Room/Restroom	1	52	Daily Tasks, One (1) day a week, <i>Thursday</i> , as specified.	\$ -	Per Day	\$ -	
2	H	2	PPS Control Room/Restroom	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	H	2	PPS Control Room/Restroom	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
<b>PUMP STATION 64 (PS64), PUMP STATION 65 (PS65) &amp; SAN PASQUAL TREATMENT PLANT</b>										
2	I		PS64 Maint. Admin Bldg No. 10253	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	I		PS64 Maint. Admin Bldg No. 10253	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	I		PS64 Maint. Admin Bldg No. 10253	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	J		PS65 Maintenance Bldg No. 010216	1	250	Daily Tasks, five (5) days a week, Monday through Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
2	J		PS65 Maintenance Bldg No. 010216	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
2	J		PS65 Maintenance Bldg No. 010216	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
2	K		San Pasqual Treatment Plant Admin Bldg	1	6	Daily Tasks: As Needed, and only per written pre-authorization from Technical Representative or designee.	\$ -	Per Day	\$ -	
2	K		San Pasqual Treatment Plant Admin Bldg	2	6	Weekly Tasks: As Needed, and only per written pre-authorization from Technical Representative or designee.	\$ -	Per Week	\$ -	
2	K		San Pasqual Treatment Plant Admin Bldg	3	6	Monthly Tasks: As Needed, and only per written pre-authorization from Technical Representative or designee.	\$ -	Per Month	\$ -	\$ -

<b>ADDENDUM D, Attachment D: Pricing Pages, RFP 10089561-19-L</b>										
Group	Schedule	Section	Facility	Item No.	Estimated Annual Visit Frequency	Description - Tasks as Specified	One (1) Time Price	Unit of Measure	Extended Annual Price	Total per Site/Facility
<b>EXTRA CLEANING TASKS PERFORMED ONLY AT THE DISCRETION OF THE CITY WITH WRITTEN PRE-AUTHORIZATION</b>					<b>Estimated Square Feet</b>					
2	L		Group 2 Sites/Facilities	1	157,233	Clean Carpets: Contractor shall wet/steam clean all carpeted areas within a site/facility; or any portion based upon the fixed price per square foot.	\$ -	Per Square Foot	\$ -	
2	L		Group 2 Sites/Facilities	2	40,993	Strip, Wax, and Buff: Contractor shall strip, wax, and buff all tile, vinyl/tile, terrazzo, and ceramic flooring areas within a site/facility, or any portion based upon the fixed price per square foot.	\$ -	Per Square Foot	\$ -	
2	L		Group 2 Sites/Facilities	3	51,736	Strip and Apply Concrete Cleaner: Contractor shall strip and apply concrete cleaner to all concrete flooring within a site/facility, or any portion within a facility based upon the fixed price per square foot.	\$ -	Per Square Foot	\$ -	\$ -
<b>CALL BACK AND EXTRA CLEANING SERVICES ONLY WITH WRITTEN PRE-AUTHORIZATION</b>					<b>Estimated Annual Hours</b>					
2	M		Group 2 Sites/Facilities	1	10	Call Back Services for all sites/facilities that are a part of this Group, as specified.	\$ -	Per Hour	\$ -	
2	M		Group 2 Sites/Facilities	2	30	Extra Cleaning Services for all sites/facilities that are a part of this Group, as specified.	\$ -	Per Hour	\$ -	\$ -
									<b>Total Group 2: \$</b>	<b>-</b>
<b>MIRAMAR WTP</b>										
3	A	1	Admin /Head House Blding No. 6904 - 4 levels (Janitor only cleans top level)	1	156	Daily Tasks, three (3) days a week, Monday, Wednesday and Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
3	A	1	Admin /Head House Blding No. 6904 - 4 levels (Janitor only cleans top level)	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	

<b>ADDENDUM D, Attachment D: Pricing Pages, RFP 10089561-19-L</b>										
Group	Schedule	Section	Facility	Item No.	Estimated Annual Visit Frequency	Description - Tasks as Specified	One (1) Time Price	Unit of Measure	Extended Annual Price	Total per Site/Facility
3	A	1	Admin /Head House Blding No. 6904 - 4 levels (Janitor only cleans top level)	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
3	A	2	Water Sys Ops Miramar Maint. Trailer (approx 12' x 60')	1	156	Daily Tasks, three (3) days a week, Monday, Wednesday and Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
3	A	2	Water Sys Ops Miramar Maint. Trailer (approx 12' x 60')	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
3	A	2	Water Sys Ops Miramar Maint. Trailer (approx 12' x 60')	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
3	A	3	Guard Shack	1	156	Daily Tasks, three (3) days a week, Monday, Wednesday and Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
3	A	3	Guard Shack	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
3	A	3	Guard Shack	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
3	A	4	Filter House	1	156	Daily Tasks, three (3) days a week, Monday, Wednesday and Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
3	A	4	Filter House	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
3	A	4	Filter House	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
<b>OTAY WTP</b>										
3	B	1	Administration Building - 2 Levels	1	156	Daily Tasks, three (3) days a week, Monday, Wednesday and Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
3	B	1	Administration Building - 2 Levels	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
3	B	1	Administration Building - 2 Levels	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
3	B	2	Maintenance Trailer (approx 10' x 32')	1	156	Daily Tasks, three (3) days a week, Monday, Wednesday and Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
3	B	2	Maintenance Trailer (approx 10' x 32')	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
3	B	2	Maintenance Trailer (approx 10' x 32')	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -

<b>ADDENDUM D, Attachment D: Pricing Pages, RFP 10089561-19-L</b>										
Group	Schedule	Section	Facility	Item No.	Estimated Annual Visit Frequency	Description - Tasks as Specified	One (1) Time Price	Unit of Measure	Extended Annual Price	Total per Site/Facility
3	B	3	Maintenance Trailer (approx 8' x 20')	1	156	Daily Tasks, three (3) days a week, Monday, Wednesday and Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
3	B	3	Maintenance Trailer (approx 8' x 20')	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
3	B	3	Maintenance Trailer (approx 8' x 20')	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
3	B	4	3 Filter Huts (2 at approx. 3' x 7' ea, 1 at approx. 12'x15')	1	12	Monthly Tasks: Includes sweeping and damp mopping all three (3) Filter Huts, only. One-Time price includes all three (3) filter huts.	\$ -	Per Month	\$ -	\$ -
3	B	5	Guard Shack	1	156	Daily Tasks, three (3) days a week, Monday, Wednesday and Friday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
3	B	5	Guard Shack	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
3	B	5	Guard Shack	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
<b>SAN VICENTE WATER OPERATIONS YARD</b>										
3	C	1	Trailer No. 1 and Trailer No. 2	1	104	Daily Tasks, two (2) days a week, Tuesday and Thursday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
3	C	1	Trailer No. 1 and Trailer No. 2	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
3	C	1	Trailer No. 1 and Trailer No. 2	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -
3	C	2	Ranger Diver Locker	1	104	Daily Tasks, two (2) days a week, Tuesday and Thursday, <i>excluding</i> City Observed Holidays, as specified.	\$ -	Per Day	\$ -	
3	C	2	Ranger Diver Locker	2	52	Weekly Tasks, one (1) day per week, as specified.	\$ -	Per Week	\$ -	
3	C	2	Ranger Diver Locker	3	12	Monthly Tasks, one (1) day per month, as specified.	\$ -	Per Month	\$ -	\$ -



<b>ADDENDUM D, Attachment D: Pricing Pages, RFP 10089561-19-L</b>										
Group	Schedule	Section	Facility	Item No.	Estimated Annual Visit Frequency	Description - Tasks as Specified	One (1) Time Price	Unit of Measure	Extended Annual Price	Total per Site/Facility
<b>EXTRA CLEANING TASKS PERFORMED ONLY AT THE DISCRETION OF THE CITY WITH WRITTEN PRE-AUTHORIZATION</b>					<b>Estimated Square Feet</b>					
3	D		Group 3 Sites/Facilities	1	3,224	Clean Carpets: Contractor shall wet/steam clean all carpeted areas within a site/facility; or any portion based upon the fixed price per square foot.	\$ -	Per Square Foot	\$ -	
3	D		Group 3 Sites/Facilities	2	5,568	Strip, Wax, and Buff: Contractor shall strip, wax, and buff all tile, vinyl/tile, terrazzo, and ceramic flooring areas within a site/facility, or any portion based upon the fixed price per square foot.	\$ -	Per Square Foot	\$ -	
3	D		Group 3 Sites/Facilities	3	6,088	Strip and Apply Concrete Cleaner: Contractor shall strip and apply concrete cleaner to all concrete flooring within a site/facility, or any portion within a facility based upon the fixed price per square foot.	\$ -	Per Square Foot	\$ -	\$ -
<b>CALL BACK AND EXTRA CLEANING SERVICES ONLY WITH WRITTEN PRE-AUTHORIZATION</b>					<b>Estimated Annual Hours</b>					
3	E		Group 3 Sites/Facilities	1	10	Call Back Services for all sites/facilities that are a part of this Group, as specified.	\$ -	Per Hour	\$ -	
3	E		Group 3 Sites/Facilities	2	30	Extra Cleaning Services for all sites/facilities that are a part of this Group, as specified.	\$ -	Per Hour	\$ -	\$ -
									<b>Total Group 3: \$</b>	<b>-</b>
									<b>Grand Total Groups 1-3: \$</b>	<b>-</b>