

Janitorial Maintenance Services for SDPD

10089784-21-P



Invitation to Bid - Response



Bidder: Tom's Janitorial Services, INC.

Bid Due Date: March 26, 2021 (3:00 pm PST)

**Invitation to Bid (ITB) for
Janitorial Maintenance Services for SDPD**

Solicitation Number:	10089784-21-P
Solicitation Issue Date:	January 12, 2021
Pre-Proposal Conference:	Pre-Proposal Conference will be held.
Questions and Comments Due:	February 5, 2021 @ 12:00 p.m.
Proposal Due Date and Time (“Closing Date”):	February 19, 2021 @ 3:00 p.m.
Contract Terms:	5 (five) years from Effective Date, as defined in Article I, Section 1.2 of the City’s General Contract Terms and Conditions.
City Contact:	Sonia Pacheco, Senior Procurement Contracting Officer SPacheco@sandiego.gov (619) 236-7090
Submissions:	Respondent is required to provide four (4) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

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

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

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089784-21-P Janitorial
Maintenance Services for SDPD.**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089784-21-P Janitorial Maintenance Services for SDPD. (Contractor).

RECITALS

On or about 1/12/2021, City issued an ITB to prospective bidders on services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide janitorial maintenance services as needed 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 Service.

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

**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 (Effective Date).

**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 \$2,999,925. *T.O.*
(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance. In no case shall the not to exceed amount exceed \$3,000,000 without prior City Council authorization.)

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, 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 Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the janitorial maintenance services to be provided. Contractor will provide any janitorial maintenance 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 janitorial maintenance 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 document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd 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

TOM'S JANITORIAL SERVICES INC.

BY:

Bidder

[Signature]

PO Box 152896
Street Address

Print Name: Claudia C. [Signature]
Director
Purchasing & Contracting Department

S.D.
City

August 11, 2021
Date Signed

(619) 890-9961
Telephone No.

tomd63@yahoo.com
E-Mail

BY:

[Signature]
Signature of Bidder's Authorized Representative

TOM DUONG
Print Name

President
Title

3-25-2021
Date

Approved as to form this 17 day of
August, 2021.
MARA W. ELLIOTT, City Attorney

BY: [Signature]
Deputy City Attorney

EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

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

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids 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.

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

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. Pre-bid conference information is noted on the eBidding System.

1.4.1 Bidders are encouraged to attend the pre-bid conference. Failure to attend does not relieve bidder of the responsibility to comprehend the requirements of this ITB and addenda, and does not relieve Contractors to perform in accordance with the Contract.

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 bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

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

2. Submission of Information and Forms.

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

2.2 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. 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 bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

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 Licenses as required in Exhibit B.

2.7 Manufacturer's Price List.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

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

3. Bid Review. Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

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

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 bidder 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. Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

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. Bidder 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 bidder offers an item of a manufacturer or vendor other than that specified, the bidder 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 bidder'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. Bidder is responsible for verifying all prices and extensions before submitting a bid.

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

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder 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 bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

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

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB 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 bidder 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 bidder 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 bidder 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 bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder'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 bidder's request. Furthermore, the bidder 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 bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder'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 ITB.

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 bids.

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

4. Unit Price. Unless the bidder 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 bid, 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. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder.

2. Additional Information. The City may require bidder to provide additional written or oral information to clarify responses.

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

4. Waiver of Defects and Technicalities. The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. Rejection of All Bids. The City may reject any and all bids when to do so is in the City's best interests, and may re-advertise for bids.

E. ANNOUNCEMENT OF AWARD

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

2. Obtaining Bid Results. Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

F. 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 bidders 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.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award 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. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. Reserved

5. Background check information as described in Exhibit B.

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

**EXHIBIT B
SCOPE OF WORK**

A. BID SPECIFICATIONS

I. INTRODUCTION

The City of San Diego is seeking a qualified Contractor to provide complete janitorial maintenance services, as required and as specified for the following City facilities:

STOREFRONTS & SATELLITES

1. East San Diego Storefront/Museum, 4710 College Ave, 92115
2. Multi-Cultural Storefront, 5348 University Ave. 92105
3. Scripps Mesa Storefront, 8450 Mira Mesa Blvd., 92126
4. Beach and Bay Satellite, 4439 Olney St, 92109
5. Peninsula Satellite, 3750 Sports Area Blvd. #3, 92110
6. Balboa Park Satellite, 1549 El Prado, 92101
7. Naval Training Center/NTC, 4230 Spruance Rd. 92101
8. Star Pal, 4110 54 St. #A&B, 92105
9. Federal Community Room, 4140 Federal Blvd, 92102
10. Emergency Backup Center, 2500 Commercial Street, 92113
11. San Diego Police Plaza, 4020 Murphy Canyon Rd, 92123
12. Special Events & Property, 3554 Ruffin Rd. 92123

SAN DIEGO POLICE DEPARTMENT (SDPD) DIVISIONS & UNITS

13. Eastern Division, 9225 Aero Dr. 92123
14. Traffic Division, 9265 Aero Dr. 92123
15. Air Support Unit, 4141 Kearny Villa Rd. 92123
16. Canine Unit, 4240 Federal Blvd. 92102
17. Western Division, 5215 Gaines St. 92110
18. Mid-City Division, 4310 Landis St, 92105

19. Shooting Range, 4008 Federal Blvd. 92102
20. Central Division, 2501 Imperial Ave., 92102
21. Vehicle Maintenance Facility "VMF", 3940 Federal Blvd, 92102, UPSTAIRS only.
22. Southeastern Division, 7222 Skyline Dr. 92114
23. Southern Division, 1120 27th St. 92154
24. Northern Division, 4275 Eastgate Mall. 92037
25. Northeastern Division, 13396 Salmon River Road 92129
26. Northwestern Division, 12592 El Camino Real 92130

POLICE HEADQUARTERS

27. Headquarters "HQ" 1401 Broadway 92101

II. MANDATORY PRE-BID CONFERENCE AND SITE INSPECTIONS - ADDITIONAL INFORMATION

The mandatory site inspection will follow immediately after the mandatory pre-bid conference at Police Headquarters located at 1401 Broadway, San Diego, 92101. Each Bidder will be responsible for providing their own transportation to each site. The site inspections are the only opportunity for Bidders to walk the sites with City staff. Bidder shall not visit these sites specified below, Police Headquarters, Central Division, the Vehicle Maintenance Facility and San Diego Police Plaza at any other time.

In accordance with the San Diego County Public Health Order (effective July 7, 2020) and required by the California Department of Public Health Face Covering Guidance issued on June 18, 2020, all personnel attending the mandatory pre-bid conference and site inspections are required to wear a face mask at all times during the conference and site inspections. Face coverings includes masks (purchased or homemade), bandanas, scarves and neck gaiters and must cover both the nose and mouth.

1. Mandatory Site Inspections:

Allow up to approximately seven (7) hours for the mandatory pre-bid conference and site inspections at the following locations.

Police Headquarters
1401 Broadway
San Diego, CA 92101

Central Division
2501 Imperial Ave
San Diego, CA 92102

Vehicle Maintenance Facility "VMF"
3940 Federal Blvd
San Diego, CA 92102
UPSTAIRS only

San Diego Police Plaza
4020 Murphy Canyon Rd
San Diego, CA 92123

The above four locations will be used as examples for all other locations. All other sites listed in Section A of this Exhibit are not open to the public. Bidders are responsible for understanding site conditions and size of areas to be serviced, as specified in Section VIII of this Exhibit. Bidders may visit the other locations, but access will not be granted into facilities for inspection. Failure to understand the work sites will not relieve the Contractor of its responsibility to perform in accordance with these specifications. No additional compensation or relief from any obligations of this contract will be granted because of any lack of knowledge of the sites.

By submitting a bid, Bidder acknowledges that they are relying on their own examination of the work sites and have the capability to fulfill the contract

requirements, and are knowledgeable of all other data and matters required to perform in accordance with this Exhibit B, Scope of Work.

The information provided by the City is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.

III. BACKGROUND CHECK

Section 5.13.1 of the General Contract Terms and Provisions requires all employees working on this contract must pass a background check. All costs associated with these background checks will be borne by the Department. Failure of the Contractor or Contractor's candidates to pass the background check is cause for the bid to be rejected as non-responsive. The City's decision in this matter will be final.

Within ten (10) days of the letter of intent (provisional award), the Contractor must provide the Contract Administrator or designee with the names of all employees to be assigned to this contract. Candidates with outstanding wants or warrants or active restraining orders will not be accepted unless they are cleared. Candidates with felony convictions will not be accepted. Upon passing the background check, each employee will be provided a photographic identification badge/card provided by the Contractor. The cost of this identification badge shall be borne by the Department. The photo ID shall be displayed on their outer clothing at all times while the employee is in any City facility. The purpose of the ID badge is to immediately identify the wearer as an individual who is authorized to enter City facilities for the performance of contractual duties. The wearer will not escort or bring any other individuals into City facilities. Photo identification badges are for the exclusive use of the individual named and pictured on the ID. No employee will be permitted in any facility until they have passed the background check.

The Department may require the Contracted owners, janitorial service managers, on site supervisors, and employees to undergo random criminal background checks at anytime during the contract term and at the sole discretion of the Department. Candidates with outstanding wants or warrants or active restraining orders will immediately be suspended to work on City facilities until cleared. Candidates with felony convictions upon results will immediately be prohibited to work on City facilities.

The following will be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract: (1) failure to comply with background checks as outlined in this section; (2) failure to submit employee information upon request from the Department; (3) allowing services to be provided by an individual who has not been approved pursuant to a background check; or (4) allowing services to be performed by an individual who has been suspended or prohibited to work on City facilities.

Background checks may take a minimum of five (5) weeks. 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.

IV. LEVEL OF EXPERIENCE

The Contractor is required to have a minimum of three (3) years of experience, in the last five years conducting work of similar type, scope, and scale as specified in the ITB. (use Attachment B).

V. CONTRACTOR'S RESPONSIBILITIES

1. Staffing

The Contractor shall furnish adequate supervisory and working personnel capable of completing all work required under this ITB as scheduled and to the satisfaction of the Contract Administrator, or designee.

a. Janitorial Service Manager

The Contractor shall retain one Janitorial Service Manager for the duration of the contract. The Janitorial Service Manager will be accountable for all janitorial services provided and have demonstrated performance and proficiency in Janitorial Service Contract Management.

The Janitorial Service Manager will serve as the single point of contact with City's Contract Administrator, or designee, for administrated needs including invoicing and contract related matters.

b. On Site Supervisor(s)

The Contractor shall have a minimum of one (1) qualified On Site Supervisor (Supervisor) at all times when work is being performed to provide the necessary supervision and to ensure work is completed as specified in this contract. The Contractor shall provide adequate supervision to ensure work is completed as specified in this contract. This may be a working supervisor. Prior to commencing work under this Contract, the Contractor shall notify the Contract Administrator, or designee of the name of the supervisor assigned to each site. Any changes in supervision shall be submitted in writing to the Contract Administrator or designee five days in advance and prior to commencement of work. Failure of the Contractor to notify the Contract Administrator 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.

c. Staffing Plan

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

commencing work, anytime staffing changes occur, and upon request from the Contract Administrator, or designee, the Contractor shall submit a staffing plan.

1. The staffing plan must include the following:
2. A staffing plan confirming availability of all staff, and any needed reserve staff, address staff recruiting and retention.
3. The staffing plan shall specify the total number of janitorial, management and supervisory staff contractor will dedicate to each site.
4. Include names, titles, and descriptions of duties for all employees performing work under this contract.

d. 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 contract.

e. Training

Prior to the start of work on this Contract, Contractor shall contact the Contract Administrator, 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 Borne 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 this Contract have received the training specified in this subsection. This certification must be submitted to the Contract Administrator or designee prior to the commencement of the contract (use Attachment A). For new employees being assigned to this Contract, the required certification must be provided to the Contract Administrator or designee prior to the commencement of duties. All training shall be provided at the sole expense of the Contractor. The City reserves the right to require retraining at the Contractor's expense, as determined by the City, in its sole discretion.

f. Certification

Failure of the Contractor to provide the above required certification to the Contract Administrator or designee 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 this Contract and are properly trained prior to starting work.

g. Communication Skills

Contractor shall ensure that at least one (1) member of the onsite janitorial crew can communicate in English both verbally and in writing. Assigned supervisors shall be capable of completing legible written forms and of understanding oral and written instructions in English.

2. Cleaning Supplies, Chemicals and Equipment

a. Contractor Furnished Supplies and Cleaning Equipment

The Contractor shall be responsible for furnishing the equipment 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.

The City shall provide all cleaning chemicals required on this Contract unless Contractor is otherwise notified by the Contract Administrator or designee during the term of this Contract.

b. City Furnished Supplies

The City shall provide all required cleaning chemicals and day-to-day janitorial supplies, 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 Contract Administrator, or designee during the term of this Contract.

Contractor shall inform the Contract Administrator, or designee, at least one (1) week in advance, of the need to replenish supplies. The Contract Administrator, or designee will initiate the request to order cleaning supplies. The Contractor will be notified upon delivery of cleaning supplies and shall pick up the supplies Monday through Friday between 800 hours to 1600 hours at Headquarters.

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

3. Keys, Security Access Cards, and Employee Identification Badges

Contractor, at their expense, shall provide each employee and supervisor on each work shift with an Employment Picture Identification Badge (aka: Employee ID). The Employee ID will include, at a minimum, a picture, first and last name of the Contractor's employee, and the Contractor's name. The Employee ID must be worn by the employee and supervisor and be visible at all times while working at a designated work area under this Contract.

Keys and security access cards supplied to the Contractor, and employment picture identification badges 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 this Contract. Repeated violations of these security regulations by a Contractor's employees may be grounds for termination of this Contract.

Keys and security access cards supplied to Contractor shall not be duplicated, except by the Police Department. Lost keys, security access cards and employment picture identification badges shall be reported immediately to the Contract Administrator, or designee.

All keys and security access cards are the property of the Police Department and shall be returned upon the termination or the expiration of this Contract. If the Contractor loses any of the keys during the term of this Contract or fails to return the keys immediately upon termination or expiration of this Contract, the Contractor shall pay the Police Department for the cost of re-keying the locks; such costs may be retained from the final payment. If the Police Department 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. Enhanced Sanitation

When Enhanced Sanitation Regulations are in place by the City and directed by the Contract Administrator or designee, all janitorial employees must:

- a. Use their discretion at any time and disinfect areas within the common space that may have had contact with employees or the general public.
- b. Wear Personal Protective Equipment (PPE) while performing tasks or while in any City facility; including gloves, facial covering, and face shields, if applicable. Facial coverings must cover the mouth and nose.
- c. Use single use disposable latex or nitrile gloves.
- d. Use other PPE as required and reasonable for a specific task.

Personal Protective Equipment for all janitorial employees is to be provided by the Contractor. Additional regulations or requirements may be implemented by the Centers for Disease Control, which must be followed by the Contractor and its employees at the direction of the Contract Administrator or designee.

5. 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 Contract Administrator, 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 Contract Administrator, or designee.

The janitorial personnel shall complete the Janitor's Cleaning Checklists when tasks are completed and leave them in the designated area. The checklist will be provided by the Contract administrator after award. The City shall provide the Contractor with a master copy of each Janitor's Cleaning Checklist prior to commencement of work. The Contractor shall be responsible for ensuring copies are made available to janitorial personnel, at no additional cost to the City.

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

6. Contractor Response Time

The Janitorial Service Manager, authorized to discuss matters related to this Contract, must be available during normal business hours, between 6:30 a.m. and 6:00 p.m., Monday through Friday. Contractor must be available via cell phone, and/or email during these designated times.

a. Emergency Calls

A Supervisor shall respond to emergency telephone calls from the City within fifteen (15) minutes of the call being placed. All actions required to resolve the emergency shall be completed within four (4) hours. Emergency calls are defined as those where the Contract Administrator, 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.

If service is provided after regular business hours, vendor can invoice at an hourly rate submitted on the Pricing page attached as Exhibit C of this Contract. Business hours are between 6:30am and 6:00pm Monday through Friday.

b. Non-Emergency Calls

A Supervisor shall respond to non-emergency calls, or emails 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 Contract Administrator, or designee. Failure to respond and/or take appropriate corrective action within the time frame specified may result in termination of this Contract.

7. 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 associated with cleaning services. It is the Contractor's responsibility to ensure that adequate warning signs are posted and that Contractor's employees adhere to all safety regulations.

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

8. 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 this Contract for violation of safety procedures.

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 and cleaned daily.

10. Security Precautions

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

The Contractor will ensure that each office or facility is locked 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 of the Effective Date of this Contract, the Contractor will inspect the sites listed in this ITB with the Contract Administrator, or designee to determine if the sites are in compliance with the specifications. If deficiencies are identified, the Contract Administrator, 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 the sites at that level required under this Contract.

12. Environmental Management System Awareness Program

The Wastewater Treatment and Disposal Division of the City of San Diego's Public Utilities Department has undertaken a voluntary certification in Environmental Management Systems and is committed to Regulatory Compliance, Pollution Prevention, and Continual Improvement (commonly referred to as ISO 14001 certification). The Contractor shall be aware of the environment while working at the site under contract which means keeping the site clean, recycling when possible, turning off lights if you are the last one to leave, and reporting any environmental issues. Please contact the Facility Environmental Coordinator at telephone number (858) 694-7000 to report any environmental issues or to obtain additional information regarding this policy.

13. Storm Water Pollution Preventive Regulations

Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official, in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of the City of San Diego regardless of location. For the Municipal Code and additional resources refer to <https://www.sandiego.gov/stormwater/regulations>.

VI. **QUALITY OF WORK/INSPECTIONS**

The Contractor shall provide quality janitorial services for the sites specified in this ITB. All work shall be performed in accordance with the best Industry Standard and all facilities shall be kept clean and maintained in accordance with the Cleaning Standards specified throughout the Term of this Contract.

1. Inspections by Contractor

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

The Contractor shall schedule a regular monthly meeting at a specified day and time with the Contract Administrator, or designee to evaluate services performed. Failure to appear for the meeting as scheduled shall be cause for termination.

2. Inspections by the Contract Administrator, or Designee

Regular inspections shall be conducted by the Contract Administrator or designee. Any performance deficiencies shall be noted on the Janitor's Cleaning Checklists and submitted to the Janitorial Service Manager and/or the Supervisor.

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

VII. **STATEMENT OF TASKS AND CLEANING STANDARDS**

All tasks shall be performed in accordance with the cleaning standards stated within this ITB throughout the Term of this Contract.

The following standards are intended to indicate the acceptable minimum level of service to satisfy the requirements of these specifications.

Daily Tasks, Weekly, Monthly, and Weekend Tasks, as outlined below, must be completed between the hours of 5:00 a.m. and 10:00 p.m., or as specified in the Pricing pages in Exhibit C. Day Porters are to be available during the designated hours.

Daily Tasks (Full Services)

The following tasks (Tasks No. 1 – 13) shall be performed on a daily basis at each site designated in this ITB, unless otherwise expressly noted.

1. Sweep/Dust and 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:

- a. Sweeping with a horsehair or similar type push broom;
- b. Using a dust mop;
- c. Using renewable commercial-type cleaning cloths; and
- d. Using a heavy-duty vacuum cleaner with an appropriate pick up tool.

Special attention will be given to edges, nooks, and baseboards to prevent the accumulation of soil, lint, or other material.

2. Damp Mop and Disinfect Floors

Contractor shall damp mop and disinfect vinyl, tile, concrete floor, linoleum, and other types of floor covering excluding rubber, carpet, hardwood and sports flooring in restrooms, locker rooms, and kitchens (all other areas requiring mopping are to be damp mopped only) 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. Floors shall have a uniform appearance without swirl marks, detergent residue, or any evidence of soil, stain, film or standing water.

3. Vacuum/Spot Clean Carpeted Floors and Rugs

Contractor shall vacuum carpets and rugs to remove dirt. 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.

1. A pile lifter vacuum shall be used.

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.

4. Clean Glass, Mirrors, and Metal Handrails

Contractor shall clean all glass including observation windows, display-type windows; display cases, glass doors and adjoining panes, interior partitions, mirrors, and metal handrails will be washed and cleaned daily. 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.

5. Empty and Clean all Wastebaskets, Trash Receptacles, and Ash Urns

Contractor shall empty all wastebaskets, trash receptacles, ashtrays, butt cans, and sand urns inside facility and outside 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 as needed.

6. Empty Recycling Bins

All recycling bins at each facility shall be emptied, as needed, into designated recycling bins/dumpsters/roll offs; they shall not be emptied into containers designated for trash. 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 Contract Administrator, or designee, to maintain them in a stain-free and odor-free condition. City staff is responsible for emptying the recycling containers located at their work stations into the recycling bins or other designated recycling containers, unless otherwise stated.

7. Clean Restrooms, Lockers, and Showers

Contractor shall maintain restrooms, lockers, and showers 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, and toilets 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 they are disinfected. Entry door and stall door frames will be cleaned with special emphasis around the hinges.

The term "clean" as used here will mean that no dirt, dust, lint, stains, spots, grease, molds or odors can be detected on areas including, but not limited to, floors, walls, lockers, partitions, ledges, trim, doors, moldings, shower doors, shower mats and/or curtains or fixtures within the restroom, lockers or showers.

8. 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 one (1) week notice to the Contract Administrator or designee when supplies need to be replenished.

9. Clean Drinking Fountains/Water Dispensers

Contractor shall clean and sanitize drinking fountains/water dispensers to remove all spots, marks and hard water stains.

10. Clean Kitchen Area/Break Room

Contractor shall clean and disinfect all kitchen areas/break rooms including sinks and countertops. All spots, marks, and stains shall be removed; tables and chairs shall be cleaned and straightened. Exterior of microwave and refrigerator shall be wiped clean by Janitorial staff.

11. Pick-up Litter

Contractor shall pick-up and dispose of all litter, trash, garbage, and foreign discarded or abandoned objects found in the interior of the facility, all entry ways, patios, and hallways. All trash will be placed in a City designated dumpster.

Note – Trash pick-up includes HQ underground parking, P1 & P2.

12. Vacuum and Clean Elevators

Contractor shall vacuum carpets and carpeted walls of each elevator; remove dirt, debris and litter. Contractor shall wipe down and disinfect all hand rails, buttons (inside and outside of all elevators), doors (including inside of doors when closed), and door tracks to leave them clean and polished with no dirt, fingerprints, streaks, spots or spills.

13. Disinfect Common Areas and Frequently Touched Fixtures

Contractor shall clean and disinfect all common areas, conference room tables, break rooms, keypads, button pads, handrails, light switches, doorknobs and handles (inside and outside of door) with disinfectant solution to leave them clean and polished with no dirt, fingerprints, streaks, or spots.

Weekly Tasks

The following tasks (Tasks No. 14 –18) shall be performed on a weekly basis at each site designated in this ITB, unless otherwise expressly noted.

14. Clean Walls, Door Frames, and Jambs

Contractor shall clean and disinfect walls, doors, door frames/jambs, partitions, ledges, moldings, window sills, including wood and metal work, to remove dust, dirt, spots, stains, hand marks, and any other marks or scuffs.

15. Sweep Areas

Contractor shall sweep exterior sidewalks, pedestrian access walkways, stairs, stairwells, main entrance, and outside vestibules.

16. 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 (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.

Desks shall only be dusted if they are clear of work materials.

17. Clean Tables, Chairs, and Countertops

Contractor shall clean all tables, chairs, and countertops will be cleaned, disinfected, and sanitized to remove fingerprints, streaks, spots or dirt film. No wax or oily polish shall be applied.

Note – Includes ALL conference rooms, line-up room and report rooms.

18. Clean Walls in Restrooms

Contractor shall clean, disinfected, and sanitized all walls using pre-approved cleaning agents and/or disinfectants.

Monthly Tasks

The following tasks (Tasks No. 19 –20) shall be performed on a monthly basis at each site designated in this ITB, unless otherwise expressly noted.

19. Vacuum and Spot Clean Fabric Furniture

Vacuum seat cushions to remove all visible dirt. Special attention will be given to prevent the accumulation of soil, lint, or other material. Spot clean all fabric type furniture to remove all dirt, spots, and stains, as needed with an appropriate non-toxic fabric cleaner. This task does not include regular shampooing of fabric furniture.

20. Polish Wood Furniture

Wood office furniture, including, but not limited to desks, credenzas, and shelves, shall be polished with high quality furniture polish.

Weekend Tasks (Headquarters Only)

Weekend Crew: Weekend Tasks shall be completed by the weekend crew two (2) days a week, Saturday and Sunday, between 0500 hours and 1700 hours. Includes: Sally Port, Watch Commander, first and fourth floor restrooms, Records Unit, and Communications Unit, as specified in Items below.

21. Sweep/Dust Mop Floors

Contractor shall 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:

- a. Sweeping with a horsehair or similar type push broom;
- b. Using a dust mop;
- c. Using renewable commercial-type cleaning cloths; and
- d. Using a heavy-duty vacuum cleaner with an appropriate pick up tool.

Special attention will be given to edges, nooks, and baseboards to prevent the accumulation of soil, lint, or other material.

22. Damp Mop and Disinfect Floors

Contractor shall damp mop and disinfect Floors. Contractor shall sweep and/or damp mop and disinfect vinyl, tile, concrete floor, linoleum, and other types of floor covering excluding rubber, carpet, hardwood and sports flooring in restrooms, locker rooms, and kitchens (all other areas requiring mopping are to be damp mopped only) 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. Floors shall have a uniform appearance without swirl marks, detergent residue, or any evidence of soil, stain, film or standing water.

23. Empty and Clean all Wastebaskets and Trash Receptacles

Contractor shall empty all wastebaskets, trash receptacles, ashtrays, butt cans, and sand urns. 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 as needed.

24. Clean Restrooms

Contractor shall maintain restrooms in a clean, disinfected, and sanitized manner using cleaning agents and/or disinfectants that are pre-approved by the City. Restrooms shall be scrubbed using anti-bacterial/anti-fungal cleaner.

Walls, wall partitions, flooring, floor seams, cracks, grout, wainscoting, etc., and fixtures including sinks, toilets, urinals, water closets, and toilets 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 shall 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 they are disinfected. Entry door and stall door frames will be cleaned with special emphasis around the hinges.

The term “clean” as used here will mean that no dirt, dust, lint, stains, spots, grease, molds or odors can be detected on areas including, but not limited to, floors, walls, lockers, partitions, ledges, trim, doors, moldings, fixtures within the restroom.

25. 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 one (1) week notice to the Contract Administrator or designee when supplies need to be replenished.

Day Porter (Headquarters Only)

Day Porters: Two (2) daytime janitors (Day Porters) shall be assigned to this Contract between the hours of 8:00 a.m. to 4:30 p.m. with a 30-minute lunch break, Monday through Friday.

Duties of the daytime Day Porters shall include spot cleaning areas as needed, performing emergency cleanups and other tasks as directed by the Contract Administrator or designee.

Cleaning restrictions and requirements (Headquarters only)

1. Crime Laboratory requirements

- All work must be done during Crime Laboratory hours, 7:00 a.m. to 4:00 p.m., Monday through Friday.
- Contractor’s employees assigned to perform tasks in the Crime Laboratory must provide a reference DNA sample for inclusion in the Crime Laboratory’s DNA database.
- The DNA and Trace sections of the Crime Laboratory will provide specific floor cleaning tools to be used by Contractor’s employees while cleaning this area.
- The DNA section of the Crime Laboratory will provide lab coat, mask, and gloves, which must be worn by Contractor’s employees while cleaning this area.
- Strip and wax the floors as required, and with written approval from Contract Administrator, or designee. Mopping, stripping, and waxing of floors must be scheduled in advance when no testing is being performed. If a schedule change occurs, there will be a notice posted in the lab.
- Do not splash or dump water or cleaning residue on any dishes, containers, or equipment in/on the sinks or countertops.
- Do not dust or deodorize in analytical areas.
- *The Latent Print office of the Crime Scene Unit is exempt from cleaning.*

As Needed Tasks and Enhanced Sanitation Performed with Written Pre-Authorization

The following tasks shall be performed at the sole discretion of the City and as directed by the Contract Administrator, or designee.

A. Strip, Wax, Tile, and Vinyl/Tile Flooring

Contractor shall provide removal (stripping) of accumulated traffic stains and old wax. Work shall 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, complete pick up of cleaning water followed with clear water rinse. Floor treatment shall be applied per manufacturer's instructions. Contractor is responsible for moving and replacing all furniture.

B. Clean Carpets

Wet/steam clean carpets to remove all dirt, spots, and stains.

C. Extra As Needed Cleaning Services

The Contractor may be called upon to provide extra cleaning services for out of scope tasks, including but not limited to window and blind cleaning, under this contract. No extra services, however, shall be performed without specific written authorization and instructions from the Contract Administrator. Any additional services performed without written authorization shall be considered unauthorized and shall not obligate the City to pay for such services. Extra cleaning services shall be listed separately on invoices and a copy of the written authorization must be attached. No travel time shall be charged.

D. Enhanced Sanitation

When Enhanced Sanitation Regulations are in place by the City and with written pre-authorization from the Contract administrator or designee, Contractor shall provide enhanced cleaning and disinfecting at all Police Department facilities designated in this ITB. Contractor to disinfect all common areas, conference room tables, break rooms, keypads, button pads, elevators, restrooms, handrails, doorknobs, and handles, with a disinfectant solution, as specified in the Daily Tasks, in this section above. These cleanings should happen between specified hours, as determined by the Contract Administrator, or designee. The frequency will be determined and assigned by the Contract Administrator, or designee and billed at an hourly rate in accordance with the Pricing pages. Contractor shall adhere to the following:

- a. Use discretion at any time and disinfect areas within the common space that may have had contact with employees or the general public.
- b. Wear Personal Protective Equipment (PPE), while performing tasks or while in any City facility; including gloves, facial covering, and face shields, if applicable. Facial coverings must cover the mouth and nose.
- c. Use single use disposable latex or nitrile gloves.
- d. Use other PPE as required and reasonable for a specific task.

Personal Protective Equipment for all janitorial employees is to be provided by Contractor. Additional regulations or requirements may be implemented by the City,

which must be followed by Contractor and all employees at the direction of the Contract Administrator or designee.

VIII. FACILITY LOCATIONS AND DESCRIPTIONS

Janitorial services shall be completed by the Contractor at each site. Description and square footage provided for each site location are approximate. Each Bidder is responsible for verifying actual square footage.

STOREFRONTS & SATELLITES

Section 1. East San Diego Storefront/Museum 4710 College Ave. San Diego, CA 92115

- Approximate Sq. Footage: 3,000 sq. ft.
- 1 Restroom: 3 toilets & 4 sinks
- 1 Break Room: 1 sink, 1 microwave, tables, chairs, countertop
- Flooring: All carpeted excluding Restroom and Break Room which are vinyl

Section 2. Multi-Cultural Storefront 5348 University Ave. San Diego, CA 92105

- Approximate Sq. Footage: 4,646 sq. ft.
- 2 Restrooms: 2 toilets & 3 sinks
- 1 Break Room: 1 sink, 1 microwave, 1 toaster oven, tables, chairs, countertop
- Flooring: All carpeted excluding vinyl Restrooms and Break Room floor
- Drinking Fountain: 1

Section 3. Scripps Mesa Storefront 8450 Mira Mesa Boulevard San Diego, CA 92126

- Approximate Sq. Footage: 1,424 sq. ft.
- 1 Restroom: 1 toilet & 2 sinks
- 1 Break Room: 1 sink, 1 microwave, tables, chairs, countertop
- Flooring: All carpeted excluding vinyl Restroom and Break Room floor

Section 4. Beach and Bay Satellite 4439 Olney Street San Diego, CA 92109

- Approximate Sq. Footage: 4,200 sq. ft.
- 2 Restrooms: 2 toilets & 3 sinks
- Break Room: 1 sink, 1 microwave, tables, chairs, countertop
- Kitchen area: 1
- Flooring: Carpet, Reception area, Restrooms and Break Room vinyl
- Drinking Fountain: 1

Section 5. Peninsula Satellite 3750 Sports Area Boulevard, Suite 3 San Diego, CA 92110

- Approximate Sq. Footage: 800 sq. ft.
- 1 Restroom: 1 toilet & 1 sink
- Flooring: Carpet. Restroom vinyl floor

Section 6. Balboa Park Satellite 1549 El Prado San Diego, CA 92101

- Approximate Sq. Footage: 400 sq. ft.
- 1 Restroom: 1 toilet & 1 sink
- Flooring: All Hardwood

Section 7. Naval Training Center (NTC) Training Room North Harbor Drive 4230 Spruance Road, Bldg. A557, B479, C480 San Diego, CA 92101

- Approximate Sq. Footage: 40,000 sq. ft.
- 7 Restrooms: 26 toilets, 10 urinals, 26 sinks
- Drinking Fountains: 5
- Class Rooms: 10
- Flooring: 5 class rooms' carpet and 5 class rooms' vinyl and tile

Section 8. Star Pal, Bldg. A & Bldg. B 4110 54th Street San Diego, CA 92105

- Approximate Sq. Footage: Bldg. A - 3,200 & Bldg. B - 1,600
- 2 Restrooms: Bldg. A - 4 toilets, 4 sinks, 2 showers
- 2 Restrooms: Bldg. B - 2 toilets, 2 sinks
- Flooring: Carpet and vinyl

Section 9. Federal Community Room 4140 Federal Blvd San Diego, CA 92102

- Approximate Sq. Footage: 900
- 1 Restroom: 1 toilet, 1 sink
- Trash Can: 1
- Flooring: Vinyl

Section 10. Emergency Backup Center 2500 Commercial Street San Diego, CA 92113

- Approximate Sq. Ft. 2654
- Restroom: 2 toilets, 1 urinal, 4 sinks
- Flooring: Carpet and vinyl

Section 11. San Diego Police Plaza 4020 Murphy Canyon Rd San Diego, CA 92123

- Approximate Sq. Ft. 75,981.20
- 2 Story Bldg.
- Male Restroom: 4 includes 17 toilets, 10 urinals, 15 sinks,
- Female Restrooms: 3, includes 12 toilets, 10 sinks
- Showers: 32
- Drinking Fountains: 4
- Locker Room: 3, 2 male and 1 female. 37507 sq. ft.
- Kitchens: 3
- Elevators: 2 carpeted.
- Weight Room: 1 4,645 sq. ft. Cork Tile Floor.
- Concrete: 6,483.7 sq. ft.
- Tile/Vinyl: 8,605.60 sq. ft.
- Tile: 4,641.3 sq. ft.

- Carpet: 51,989.40 sq. ft. Decking: 4,261.20 sq. ft.
- North Parking Lot: 86,000 sq. ft.
- Exterior Trash Cans: 6 (4 at the north parking lot, 1 at the pool area, 1 at the south end of building and 2 at the south floor patio)
- Interior Trash Cans: approximately 103 small office trash cans.

Section 12. Special Events & Property 3554 Ruffin Road San Diego, CA 92123

- Approximate Sq. Ft. 22,428
- 4 Restroom: 14 toilets, 10 sinks, 2 urinals
- 1 Kitchen/Break Room
- Flooring: Carpet, Vinyl

SDPD DIVISIONS & UNITS

Section 13. Eastern Division 9225 Aero Drive San Diego, CA 92123

- Approximate Square Footage: 16,175 sq. ft.
- 3 Restrooms: 12 toilets, 5 urinals, 13 sinks
- Showers/Locker Rooms: 2 Locker Rooms, 7 showers
- Drinking Fountains: 3
- Weight Room: Yes. Flooring is interlocking rubber tile. Damp mop only. Approximately 350 sq. ft.
- Kitchen Area: Yes
- Patio: Yes
- Parking Lot: Empty approximately 6-8 Trash Cans
- Flooring: Carpet: 8,575 sq. ft.
- VCT: 5,650 sq. ft.
- Ceramic: 1,700 sq. ft.

Section 14. Traffic Division 9265 Aero Drive San Diego, CA 92123

- Approximate Square Footage: 17,280 sq. ft.
- 3 Restrooms: 12 toilets, 5 urinals, 13 sink
- Showers/Locker Rooms: 2 Locker Rooms, 7 showers
- Drinking Fountains: 3
- Weight Room: Yes. Flooring is interlocking rubber tile. Damp mop only. (Approximately 400 sq. ft.)
- Kitchen Area: Yes
- Patio: Yes
- Parking Lot: Empty approximately 6-8 Trash Cans
- Flooring: Carpet: 8,640 sq. ft.
- Tile: 8,640 sq. ft.

Section 15. Air Support Unit 4141 Kearny Villa Road San Diego, CA 92123

- Approximate Square Footage: 10,000 sq. ft. consisting of 8,000 sq. ft. Concrete hangar and 2,000 sq. ft. of Administrative offices, kitchen and restrooms
- 3 Restrooms: 3 toilets, 3 sinks
- Showers: 1 (no locker room, shower only)

- Kitchen Area: 1
- Hangar: Sweep 8,000 sq. ft. of concrete 2 times per week; and empty 5-6 thirty-two gallon trash cans
- Patio: No
- Drinking Fountains: No
- Weight Room: No
- Flooring Administrative Offices: 2,000 sq. ft. of mixed carpet and VCT

Section 16. Canine Division 4240 Federal Boulevard San Diego, CA 92102

- Approximate Square Footage: 4,000 sq. ft. trailer
- 2 Restrooms: 2 toilets, 1 urinal, 2 sinks, 2 showers (all located outside of trailer)
- Locker Rooms: None
- Kitchen Area: Yes
- Flooring: All carpeted excluding restrooms and kitchen which are vinyl

Section 17. Western Division 5215 Gaines Street San Diego, CA 92110

- Approximate Square Footage: 16,175 sq. ft.
- 3 Restrooms: 12 toilets, 5 urinals, 13 sinks
- Showers/Locker Rooms: 2 Locker Rooms, 7 showers
- Drinking Fountains: 2
- Weight Room: Yes. Flooring is interlocking rubber tile. Damp mop only. (Approximately 600 sq. ft.)
- Kitchen Area: Yes
- Patio: Yes
- Parking Lot: Empty approximately 6-8 Trash Cans
- Flooring: Carpet: 8,575 sq. ft.
- VCT: 5,650 sq. ft.
- Ceramic: 1,700 sq. ft.

Section 18. Mid-City Division 4310 Landis Street San Diego, CA 92105

- Approximate Square Footage: 22,320 sq. ft.; 2 story facility includes 1 stairwell and 1 elevator as cleanable area
- 3 Restrooms: 12 toilets, 5 urinals, 13 sinks
- Showers/Locker Rooms: 2 Locker Rooms, 7 showers
- Drinking Fountains: 2
- Weight Room: Yes. Flooring is interlocking rubber tile. Damp mop only. (Approximately 795 sq. ft.)
- Kitchen Area: Yes
- Parking Lot: Empty approximately 6-8 Trash Cans
- Flooring: Carpet: 10,636 sq. ft.
- VCT: 10,284 sq. ft.
- Ceramic: 1,200 sq. ft.

Section 19. Police Pistol Range 4008 Federal Boulevard San Diego, CA 92102

- Approximate Square Footage: 3,800 sq. ft.
- 3 Restrooms: 4 toilets, 1 urinal, 2 sinks. Concrete floors and walls

- Showers/Locker Rooms: None
- Drinking Fountains: 1
- Kitchen Area: Not included
- Patio: Not included
- Flooring: All vinyl except for Range Master's office which is approximately 357 carpeted sq. ft.

Section 20. Central Division 2501 Imperial Avenue San Diego, CA 92102

- Approximate Square Footage: 23,050 sq. ft.; 2 story facility includes 1 stairwell and 1 elevator as cleanable area
- 3 Restrooms: 12 toilets, 5 urinals, 13 sinks
- Showers/Locker Rooms: 2 Locker Rooms, 7 showers
- Drinking Fountains: 2
- Weight Room: Yes. Flooring is interlocking rubber tile. Damp mop only. (Approximately 950 sq. ft.)
- Kitchen Area: Yes
- Patio: Yes
- Parking Lot Empty approximately 10-15 Trash Cans
- Flooring: Carpet: 7,286 sq. ft.
- VCT: 13,264 sq. ft.
- Ceramic: 2,500 sq. ft.

Section 21. Vehicle Maintenance Facility, 3940 Federal Boulevard, San Diego, CA 92102 "Upstairs Admin area Only"

- Approximate Square Footage: 15,120 sq. ft, 2 story facility includes:
- 2 Stairwells
- 1 Elevator
- Upstairs approximately 15,120 sq. ft. includes Training/Conference Rooms, Kitchen, Offices, and Administration Area;
- Approximate Flooring: Carpet: 700 sq. ft. administration area
- 3 Restrooms: 4 toilets, 3 urinals, 4 sinks (1 Unisex Restroom upstairs)
- Drinking Fountains: 1 (upstairs)

Section 22. Southeastern Division 7222 Skyline Drive, San Diego, CA 92114

- Approximate Square Footage: 16,175 sq. ft.
- Garage Area Square Footage: 250 sq. ft., includes 1 restroom and 1 office
- 3 Restrooms: 12 toilets, 5 urinals, 13 sinks
- Showers/Locker Rooms: 2 Locker Rooms, 7 showers
- Drinking Fountains: 2
- Weight Room: Yes. Flooring is interlocking rubber tile. Damp mop only. (Approximately 600 sq. ft.)
- Kitchen Area: Yes
- Patio: Yes
- Parking Lot: Empty approximately 6-8 Trash Cans
- Flooring: Carpet: 8,575 sq. ft.
- VCT: 5,650 sq. ft.
- Ceramic: 1,700 sq. ft.

Section 23. Southern Division 1120 27th Street San Diego, CA 92154

- Approximate Square Footage: 16,175 sq. ft.
- 3 Restrooms: 12 toilets, 5 urinals, 13 sinks
- Showers/Locker Rooms: 2 Locker Rooms, 7 showers
- Drinking Fountains: 2
- Weight Room: Yes. Flooring is interlocking rubber tile. Damp mop only. (Approximately 600 sq. ft.)
- Kitchen Area: Yes
- Patio: Yes
- Parking Lot: Empty approximately 6-8 Trash Cans
- Flooring: Carpet: 8,575 sq. ft.
- VCT: 5,650 sq. ft.
- Ceramic: 1,700 sq. ft.

Section 24. Northern Division 4275 Eastgate Mall San Diego, CA 92037

- Approximate Square Footage: 10,200 sq. ft.
- 3 Restrooms: 12 toilets, 5 urinals, 13 sinks
- Showers/Locker Rooms: 2 Locker Rooms, 7 showers
- Drinking Fountains: 2
- Weight Room: Yes. Flooring is interlocking rubber tile. Damp mop only. (Approximately 350 sq. ft.)
- Kitchen Area: Yes
- Patio: Yes
- Parking Lot: Empty approximately 6-8 Trash Cans
- Flooring: Carpet: 7,000 sq. ft.
- VCT: 2,100 sq. ft.
- Ceramic: 1,000 sq. ft.

Section 25. Northeastern Division 13396 Salmon River Road San Diego, CA 92129

- Approximate Square Footage: 16,175 sq. ft.
- 3 Restrooms: 12 toilets, 5 urinals, 13 sinks
- Showers/Locker Rooms: 2 Locker Rooms, 7 showers
- Drinking Fountains: 2
- Weight Room: Flooring is interlocking rubber tile. Damp mop only. (Approximately 350 sq. ft.)
- Kitchen Area: Yes
- Patio: Yes
- Parking Lot: Empty approximately 6-8 Trash Cans
- Flooring: Carpet: 8,575 sq. ft.
- VCT: 5,650 sq. ft.
- Ceramic: 1,700 sq. ft.

Section 26. Northwestern Division 12592 El Camino Real San Diego, CA 92130

- Approximate Square Footage: 20,592 sq. ft.
- Garage Area Square Footage: 4,667 sq. ft., includes 2 toilets, 2 sinks, 1 utility sink and 1 office
- 4 Restrooms: 13 toilets, 5 urinals, 13 sinks

- Showers/Locker Rooms: 2 Locker Rooms, 5 showers
- Drinking Fountains: 2
- Weight Room: Yes. Flooring is interlocking rubber tile. Damp mop only. (Approximately 350 sq. ft.)
- Kitchen Area: Yes.
- Parking Lot: Empty approximately 6-8 Trash Cans
- Flooring: Carpet: 8,575 sq. ft.
- VCT: 5,650 sq. ft.
- Ceramic: 1,700 sq. ft.

HEADQUARTERS

Section 27. San Diego Police Department Headquarters 1401 Broadway San Diego, CA 92101

- 7 Story Building
- Size: 410,000 sq. ft.
- Exterior Trash Cans (includes E St. parking lot, P1, P2, Sally Port area and outside entrances to building)
- Interior Trash & Recycling: There are approximately 600-700 small office trash cans in use, including approximately twenty (20) medium size trash cans located in the restrooms
- Concrete: 271,000 sq. ft., only service required is for approx. sixty (60) 30 gallon trash cans and 4 ash urns
- Flooring: Carpet: 112,000 sq. ft.
- VCT/Vinyl: 27,000 sq. ft.
- Concrete: 1,600 sq. ft. (This is the portion of the Sally Port area requiring daily service, such as sweeping, damp moping and trash service and is included in 271,000 exterior sq. ft. listed above.)
- Male Restrooms: 9, includes 1 public restroom (60 toilets, 20 urinals, 80 sinks)
- Female Restrooms: 9, includes 1 public restroom (60 toilets, 80 sinks)
- Showers: 10 (5 in each locker room)
- Locker Rooms: 2 (one male/one female)
- Weight Rooms: 1
- Café and Dining Area, Outside Patio: The Contractor is responsible for cleaning the Dining Area and outside Patio. The café is independently operated and is not included in this Contract.
- Drinking Fountains: 9
- Tasks Unique to Facility: This is a twenty-four (24) hour facility, open (7) days a week.

IX. CITY OBSERVED HOLIDAYS

Janitorial maintenance service shall not be performed on the following City observed holidays. There are ten (10) City-observed holidays as follows.

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day

- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

X. WORK/TASK SCHEDULE

The Contractor shall submit a work schedule to the Contract Administrator or designee prior to commencement of work. Schedule changes must be submitted in writing and authorized by the Contract Administrator or designee. Failure to comply with the above requirements may be cause for termination of this contract.

1. Weekly Tasks

Daily Tasks shall be performed contemporaneously with weekly tasks.

2. Monthly Tasks

All Monthly Tasks must be completed by the 15th of the month. Daily tasks are to be performed contemporaneously with the Monthly Tasks. However, Monthly Tasks are not required to be performed on the same day as the Weekly Tasks.

XI. PAYMENTS WITHHELD

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

XII. CONTRACT MODIFICATIONS

At any time during the Term of this Contract, the City reserves the right to increase or decrease task frequencies for all 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 by the City. The City also reserves the right to add or delete sites as it deems necessary, and to modify tasks as required.

This Exhibit B, Scope of Work may only be modified by the Purchasing Agent and shall be confirmed in writing prior to implementation. Any contract modifications which are not approved by the Purchasing Agent will be considered unauthorized and shall not obligate the City to pay for said services.

XIII. SUBCONTRACTORS

The Contractor shall not subcontract any portion of this Contract to any party without pre-authorized written approval from the Purchasing Agent. 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 describe in this Contract.

XIV. 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 Contract Administrator 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.

XV. COOPERATION AND TRANSITION

Contractor shall cooperate with the City and any contractor currently providing services at the sites at the initiation of this Contract to accomplish a smooth phase-out and transition of responsibilities and services.

XVI. DISPLACED JANITOR OPPORTUNITY ACT

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

By signing and/or authorizing this bid submittal the Bidder 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 ITB.

XVII. ADDITIONAL SUBMISSION OF INFORMATION AND FORMS

The following forms shall be submitted, as specified below:

SUBMITTALS REQUIRED PRIOR TO COMMENCEMENT OF WORK

- Training Certification for Janitorial Personnel (Attachment A).
- Level of experience (Attachment B).
- Staffing Plan.
- Supervisor assignment for each location.

XVIII. CONTRACT ADMINISTRATOR

The Contract Administrator for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract. The Contract Administrator

will provide daily oversight of this Contract to ensure compliance and performance of this Exhibit B, Scope of Work.

XIX. DEPARTMENT REPRESENTATIVE

The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

Gabriel Dulanto, Associate Management Analyst
 1401 Broadway, MS 715
 San Diego, CA 92101
GDulanto@pd.sandiego.gov
 619-531-2320

XX. 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.			

XXI. ADDITIONAL INSURANCE

Contractor shall not begin any performance under this Contract until it has provided the City with evidence of the following insurance coverage, in addition to the coverage required under Section 7.2 of the General Contract Terms and Provisions, revised January 16, 2020.

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.

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Executive Summary

Tom's Janitorial Services has been a lead provider in cleaning and maintenance support in San Diego County.

Tom Duong and his custodial staff have years of experience in janitorial services, providing city and local businesses with professional day-to-day support and on-time emergency resolution. The custodial staff is trained to provide the least amount of interference to the client and tenants during daytime operations. Tom's Janitorial Services also has an off-site team that serves as the primary contact for administrative concerns through email and telephone.

The company has experience in simple daily tasking, such as trash disposal, bathroom maintenance and common area upkeep as well as deep cleaning, such as multi-floor waxing and vacuuming. Tom's Janitorial Services uses certified safe and client approved equipment and solutions to provide the best results. The company is also flexible in adapting based on the client's preferences and priorities. Tom and his team are trained in the safe handling, use and disposal of any chemicals used during any deep cleaning process.

The contract lead, Tom Duong, is fully committed to provide the best customer experience to the client. In the case of an emergency, the client can reach Tom at the provided company telephone number. His team is always fully staffed to respond to any emergencies by the criteria listed in the Invitation to Bid.

Tom's Janitorial Services will comply with terms and conditions as delineated in this ITB.

If awarded, Tom's Janitorial Services promises to provide high quality and accurate support in accordance with the high-level overview listed above. Please do not hesitate to reach out with questions or concerns to clarify any of the information listed in the bidder's response. Thank you for your time.

Tom's Janitorial Services, INC


Tom Van Duong, President


DATE

Pricing Proposal

FRONTS & SATELLITES

Section 1: East San Diego Store Front/Museum

Estimated Frequency	U/M	Description	Unit Cost/Day	Annual Cost
104	EA	Daily Tasks: Two (2) days a week, Tuesday & Thursday, between the hours of 8:00 a.m. and 5:00 p.m.	\$15.00	\$1,560.00

Section 2: Multi-Cultural Store Front

Estimated Frequency	U/M	Description	Unit Cost/Day	Annual Cost
156	EA	Daily Tasks: Three (3) days a week, Monday, Wednesday & Friday, between the hours of 8:00 a.m. and 5:00 p.m., as specified.	\$15.00	\$2,340.00

Section 3: Scripps Mesa Store Front

Estimated Frequency	U/M	Description	Unit Cost/Day	Annual Cost
104	EA	Daily Tasks: Two (2) days a week, Tuesday & Thursday, between the hours of 8:00 a.m. and 5:00 p.m., as specified.	\$15.00	\$1,560.00

Section 4: Beach and Bay Store Front

Estimated Frequency	U/M	Description	Unit Cost/Day	Annual Cost
104	EA	Daily Tasks: Two (2) days a week, Tuesday & Thursday, between the hours of 8:00 a.m. and 5:00 p.m.	\$15.00	\$1,560.00

Section 5: Peninsula Store Front

Estimated Frequency	U/M	Description	Unit Cost/Day	Annual Cost
104	EA	Daily Tasks: Two (2) days a week, Tuesday & Thursday, between the hours of 8:00 a.m. and 5:00 p.m.	\$15.00	\$1,560.00

Section 6: Balboa Park Store Front

Estimated Frequency	U/M	Description	Unit Cost/Day	Annual Cost
104	EA	Daily Tasks: Two (2) days a week, Tuesday & Thursday, between the hours of 8:00 a.m. and 5:00 p.m.	\$15.00	\$1,560.00

Section 7: Naval Training Center/ NTC Training Rooms

Estimated Frequency	U/M	Description	Unit Cost/Day	Annual Cost
250	EA	Daily Tasks: Five (5) day a week, Monday - Friday, between the hours of 8:00 a.m. and 5:00 p.m.	\$151.00	\$37,750.00

Section 8: Star Pal

Estimated Frequency	U/M	Description	Unit Cost/Day	Annual Cost
104	EA	Daily Tasks: Two (2) day a week, Monday and Thursday, between the hours of 8:00 a.m. and 5:00 p.m.	\$15.00	\$1,560.00

Section 9: Federal Community Room

Estimated Frequency	U/M	Description	Unit Cost/Day	Annual Cost
104	EA	Daily Tasks: Two (2) day a week, Monday and Thursday after 3:30 p.m.	\$15.00	\$1,560.00

Section 10: Emergency Back Up Center

Estimated Frequency	U/M	Description	Unit Cost/Day	Annual Cost
104	EA	Daily Tasks: Two (2) day a week, Monday and Thursday after 3:30 p.m.	\$15.00	\$1,560.00

Section 11: San Diego Police Plaza

Estimated Frequency	U/M	Description	Unit Cost/Day	Annual Cost
250	EA	Daily Tasks: Five (5) day a week, Monday - Friday, between the hours of 8:00 a.m. and 5:00 p.m.	\$320.00	\$80,000.00

Section 12: Special Events & Property

Estimated Frequency	U/M	Description	Unit Cost/Day	Annual Cost
250	EA	Daily Tasks: Five (5) day a week, Monday-Friday, between the hours of 8:00 a.m. and 5:00 p.m.	\$15.00	\$3,750.00

SAN DIEGO POLICE DEPARTMENT DIVISIONS & UNITS

Section 13. Eastern Division

Item No.	Estimated Frequency	Unit of Measurement	Description	Unit Cost	Annual Cost
1	355	DAY	Daily Tasks: Sunday-Saturday.	\$60.00	\$21,300.00
2	52	WEEK	Weekly Tasks.	\$25.00	\$1,300.00
3	12	MO	Monthly Tasks.	\$50.00	\$600.00
Total Section 13 Section:					\$23,200.00

Section 14. Traffic Division

Item No.	Estimated Frequency	Unit of Measurement	Description	Unit Cost	Annual Cost
1	355	DAY	Daily Tasks: Sunday-Saturday.	\$50.00	\$17,750.00
2	52	WEEK	Weekly Tasks.	\$25.00	\$1,300.00
3	12	MO	Monthly Tasks.	\$25.00	\$300.00
4	104	DAY	Weekend Tasks: (2) days per week, Saturday and Sunday, before 5:00 p.m.,	\$25.00	\$2,600.00
Total Section 14:					\$21,950.00

Section 15. Air Support Unit

Item No.	Estimated Frequency	Unit of Measurement	Description	Unit Cost	Annual Cost
1	250	DAY	Daily Tasks: Monday-Friday.	\$20.00	\$5,000.00
2	52	WEEK	Weekly Tasks.	\$5.00	\$260.00
3	12	MO	Monthly Tasks.	\$10.00	\$120.00
Total Section 15:					\$5,380.00

Section 16. Canine Unit

Item No.	Estimated Frequency	Unit of Measurement	Description	Unit Cost	Annual Cost
1	250	DAY	Daily Tasks: Monday-Friday.	\$15.00	\$3,750.00
2	52	WEEK	Weekly Tasks.	\$5.00	\$260.00
3	12	MO	Monthly Tasks.	\$10.00	\$120.00
Total Section 16:					\$4,130.00

Section 17. Western Division

Item No.	Estimated Frequency	Unit of Measurement	Description	Unit Cost	Annual Cost
1	355	DAY	Daily Tasks: Sunday-Saturday.	\$55.00	\$19,525.00
2	52	WEEK	Weekly Tasks.	\$12.50	\$650.00
3	12	MO	Monthly Tasks.	\$20.00	\$240.00
Total Section 17:					\$20,415.00

Section 18. Mid-City Division

Item No.	Estimated Frequency	Unit of Measurement	Description	Unit Cost	Annual Cost
1	355	DAY	Daily Tasks: Sunday-Saturday.	\$60.00	\$21,300.00
2	52	WEEK	Weekly Tasks.	\$25.00	\$1,300.00
3	12	MO	Monthly Tasks.	\$30.00	\$360.00
Total Section 18:					\$22,960.00

Section 19. Shooting Range

Item No	Estimated Frequency	Unit of Measurement	Description	Unit Cost	Annual Cost
1	250	DAY	Daily Tasks: Monday – Friday.	\$15.00	\$3,750.00
2	52	WEEK	Weekly Tasks.	\$5.00	\$260.00
3	12	MO	Monthly Tasks.	\$10.00	\$120.00
Total Section 19:					\$4,130.00

Section 20. Central Division

Item No	Estimated Frequency	Unit of Measurement	Description	Unit Cost	Annual Cost
1	355	DAY	Daily Tasks: Sunday-Saturday.	\$65.00	\$23,075.00
2	52	WEEK	Weekly Tasks.	\$15.00	\$780.00
3	12	MO	Monthly Tasks.	\$20.00	\$240.00
Total Section 20:					\$24,095.00

Section 21. Vehicle Maintenance Facility “VMF”

Item No	Estimated Frequency	Unit of Measurement	Description	Unit Cost	Annual Cost
1	355	DAY	Daily Tasks: Sunday-Saturday.	\$50.00	\$17,750.00
2	52	WEEK	Weekly Tasks.	\$10.00	\$520.00
3	12	MO	Monthly Tasks.	\$20.00	\$240.00
Total Section 21:					\$18,510.00

Section 22. Southeastern Division

Item No	Estimated Frequency	Unit of Measurement	Description	Unit Cost	Annual Cost
1	355	DAY	Daily Tasks: Sunday-Saturday.	\$55.00	\$19,525.00
2	52	WEEK	Weekly Tasks.	\$12.50	\$650.00
3	12	MO	Monthly Tasks.	\$20.00	\$240.00
Total Section 22:					\$20,415.00

Section 23. Southern Division

Item No	Estimated Frequency	Unit of Measurement	Description	Unit Cost	Annual Cost
1	355	DAY	Daily Tasks: Sunday-Saturday.	\$55.00	\$19,525.00
2	52	WEEK	Weekly Tasks.	\$12.50	\$650.00
3	12	MO	Monthly Tasks.	\$20.00	\$240.00
Total Section 23:					\$20,415.00

Section 24. Northern Division

Item No	Estimated Frequency	Unit of Measurement	Description	Unit Cost	Annual Cost
1	355	DAY	Daily Tasks: Sunday-Saturday.	\$50.00	\$17,750.00
2	52	WEEK	Weekly Tasks.	\$12.50	\$650.00
3	12	MO	Monthly Tasks.	\$20.00	\$240.00
Total Section 24:					\$18,640.00

Section 25. Northeastern Division

Item No	Estimated Frequency	Unit of Measurement	Description	Unit Cost	Annual Cost
1	355	DAY	Daily Tasks: Sunday-Saturday.	\$55.00	\$19,525.00
2	52	WEEK	Weekly Tasks.	\$12.50	\$650.00
3	12	MO	Monthly Tasks.	\$20.00	\$240.00
Total Section 25:					\$20,415.00

Section 26. Northwestern Division

Item No	Estimated Frequency	Unit of Measurement	Description	Unit Cost	Annual Cost
1	355	DAY	Daily Tasks: Sunday-Saturday.	\$55.00	\$19,525.00
2	52	WEEK	Weekly Tasks.	\$12.50	\$650.00
3	12	MO	Monthly Tasks.	\$20.00	\$240.00
Total Section 26:					\$20,415.00

HEADQUARTERS

Section 27. Headquarters

Item No	Estimated Frequency	Unit of Measurement	Description	Unit Cost	Annual Cost
1	250	DAY	Daily Tasks: Monday - Friday.	\$300.00	\$75,000.00
2	52	WEEK	Weekly Tasks.	\$60.00	\$3,120.00
3	12	MO	Monthly Tasks.	\$70.00	\$840.00
4	104	DAY	Weekend Tasks: (2) days per week, Saturday and Sunday, before 5:00 p.m.	\$60.00	\$6,240.00
5	250	DAY	Day Porter: (2) daytime janitors assigned to Headquarters Monday through Friday 8:00 a.m. to 4:30 p.m.	\$320.00	\$80,000.00
Total Section 27:					\$165,200.00

Enhanced Sanitation

Section	Description	Estimated Annual Frequency	Unit Cost	Days	Unit Cost	Annual Cost
28	San Diego Police Plaza, 4020 Murphy Canyon Rd, 92123 - Large Facility	500	HR	M,T,W,Th & F	\$10.00	\$5,000.00
29	Special Events & Property, 3554 Ruffin Rd. 92123	250	HR	M,T,W,Th & F	\$5.00	\$1,250.00
30	Eastern Division, 9225 Aero Dr. 92123	355	HR	M,T,W,Th, F,S & Su	\$10.00	\$3,550.00
31	Traffic Division, 9265 Aero Dr. 92123	355	HR	M,T,W,Th, F,S & Su	\$10.00	\$3,550.00
32	Air Support Unit, 4141 Kearny Villa Rd. 92123	250	HR	M,T,W,Th & F	\$5.00	\$1,250.00
33	Canine Unit, 4240 Federal Blvd. 92102	250	HR	M,T,W,Th & F	\$5.00	\$1,250.00
34	Western Division, 5215 Gaines St. 92110	355	HR	M,T,W,Th, F,S & Su	\$10.00	\$3,550.00
35	Mid-City Division, 4310 Landis St, 92105	355	HR	M,T,W,Th, F,S & Su	\$10.00	\$3,550.00
36	Shooting Range, 4008 Federal Blvd. 92102	250	HR	M,T,W,Th & F	\$5.00	\$1,250.00
37	Central Division, 2501 Imperial Ave., 92102	355	HR	M,T,W,Th, F,S & Su	\$10.00	\$3,550.00
38	Vehicle Maintenance Facility "VMF", 3940 Federal Blvd, 92102, UPSTAIRS only.	355	HR	M,T,W,Th, F,S & Su	\$5.00	\$1,775.00
39	Southeastern Division, 7222 Skyline Dr. 92114	355	HR	M,T,W,Th, F,S & Su	\$10.00	\$3,550.00
40	Southern Division, 1120 27th St. 92154	355	HR	M,T,W,Th, F,S & Su	\$10.00	\$3,550.00

Section	Description	Estimated Annual Frequency	Unit Cost	Days	Unit Cost	Annual Cost
41	Northern Division, 4275 Eastgate Mall. 92037	355	HR	M,T,W,Th & F,S & Su	\$10.00	\$3,550.00
42	Northeastern Division, 13396 Salmon River Road 92129	355	HR	M,T,W,Th, F,S & Su	\$10.00	\$3,550.00
43	Northwestern Division, 12592 El Camino Real 92130	355	HR	M,T,W,Th, F,S & Su	\$10.00	\$3,550.00
44	Headquarters "HQ" 1401 Broadway 92101 - Large Facility	500	HR	M,T,W,Th & F	\$10.00	\$5,000.00
45	Headquarters "HQ" 1401 Broadway 92101 - Weekends Only (Sally Port, Watch Commander, 1st and 4th floor restrooms, Records Unit and Communications Unit)	104	HR	S & Su	\$10.00	\$1,040.00
Total Section 28 - 45						\$53,315.00

Subtotal Annual Cost Sections 1- 27	\$546,590.00
Subtotal Annual Cost Sections 28-45	\$53,315.00
<u>Grand Total Annual Cost Sections 1-45</u>	\$599,905.00

AS NEEDED TASK

Section 46: As Needed Tasks Performed with Written Pre-Authorization

Estimated Sq. Ft.	Unit of Measurement	Description	Fixed Cost/Square Foot	Annual Cost
113,531	EA	As needed, strip, wax, and buff tile, vinyl, and ceramic flooring areas within a facility, as specified.	\$0.34	\$38,600.54
22,000	EA	As needed, steam clean all carpeted areas within a facility; or any portion of the carpeted areas within a facility as specified.	\$0.40	\$8,800.00

Estimated Frequency	Unit of Measurement	Description	Unit Cost/HR	Annual Cost
50	HR	Emergency After Hours Calls	\$25.00	\$1,250.00
50	HR	As Needed Extra Cleaning Services	\$25.00	\$1,250.00

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

Janitorial Maintenance Services for SDPD: 10089784-21-P

B. BIDDER/PROPOSER INFORMATION:

Tom's Janitorial Services, INC			
Legal Name		DBA	
P.O. Box 152896	San Diego	CA	92195
Street Address	City	State	Zip
Tom Duong, President	(619) 890-9961		
Contact Person, Title	Phone	Fax	

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

* The precise nature of the interest includes:

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

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

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

Name _____ Title/Position _____

City and State of Residence _____ Employer (if different than Bidder/Proposer) _____

Interest in the transaction _____

N/A

Name _____ Title/Position _____

City and State of Residence _____ Employer (if different than Bidder/Proposer) _____

Interest in the transaction _____

N/A

Name _____ Title/Position _____

City and State of Residence _____ Employer (if different than Bidder/Proposer) _____

Interest in the transaction _____

C. OWNERSHIP AND NAME CHANGES:

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

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

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

If Yes, attach proof of status to this submission.

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

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: 07/01/2004 State of incorporation: California

List corporation's current officers: President: Tom Van Duong
 Vice Pres: Rachel Duong
 Secretary: Hong Nguyen
 Treasurer: Tom Van Duong

Type of corporation: C Subchapter S

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

If Yes, after what date: 07/01/2004

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? N/A

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

N/A

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

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

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

N/A

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

N/A

Sole Proprietorship Date started: _____

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

N/A

Joint Venture Date formed: _____

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

N/A

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Chase Bank

Point of Contact: Miss Lynn

Address: 3490 College Avenue San Diego, CA 92115

Phone Number: (619) 583-2266

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

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

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

B2003017186

06/30/2021

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

7. Performance References:

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

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

The City of San Diego Police Department

Company Name: _____

Contact Name and Phone Number: gdulanto@pd.sandiego.gov

Contact Email: 1401 Broadway, San Diego, CA 92101

Address: 2010 - Present

Contract Date: \$450,000/year

Contract Amount: Janitorial Services

Requirements of Contract: _____

Company Name: Emerson Process Management

Contact Name and Phone Number: Daniel Masso - (858) 705-4328

Contact Email: _____

Address: 5466 Complex Street Suite 203 San Diego, CA 92123

Contract Date: 2003 - Present

Contract Amount: \$13,200/year

Requirements of Contract: Janitorial Services

Company Name: Discount Transmission

Contact Name and Phone Number: Dung Nguyen - (760) 722-8249

Contact Email: N/A

Address: 2933 Oceanside Boulevard, Oceanside, CA 92054

Contract Date: 2014 - Present

Contract Amount: \$5,000/year

Requirements of Contract: Janitorial Services

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

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

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

I. BUSINESS REPRESENTATION:

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

Yes No

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

Yes No

Certification # _____

3. Are you certified as any of the following:

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

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

N/A

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

N/A

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated 03/25/2021.

Complete all questions and sign below.

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

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

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

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

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

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

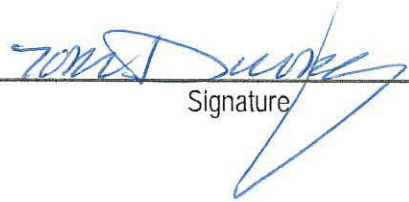
(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

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

Tom Van Duong, President

03/25/2021

Name and Title



Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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

N/A

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

Tom Van Duong, President

3/25/2021

Print Name, Title



Signature

Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.


- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: Tom ' s Janitorial Services, INC

Certified By Tom Van Duong Title President
Name

 Date 3/25/2021
Signature

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

BB. WORK FORCE REPORT

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

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

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

Name of Company: Tom ' s Janitorial Services, INC

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): P.O. Box 152896

City: San Diego County: San Diego State: California Zip: 92195

Telephone Number: (619) 890-9961 Fax Number: _____

Name of Company CEO: Tom Van Duong

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: tomd_63@yahoo.com

Type of Business: Janitorial Services Type of License: Corporation

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEEO). The EEEO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEEO may be contacted at:

Address: _____

Telephone Number: _____ Fax Number: _____ Email: _____

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of N/A

(Firm Name)

_____, _____ hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this _____ day of _____, 20.____

(Authorized Signature) (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Tom ' s Janitorial Services, INC DATE: 3/25/2021

OFFICE(S) or BRANCH(ES): San Diego COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services					5	6								
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column					5	6								
--------------------	--	--	--	--	---	---	--	--	--	--	--	--	--	--

Grand Total All Employees 11

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Tom ' s Janitorial Services, INC

DATE: 3/21/2021

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: County

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column															
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Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
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**LIVING WAGE ORDINANCE
CERTIFICATION OF COMPLIANCE**
REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: TOM'S JANITORIAL SERVICES INC.
 Company Address: P O Box 152896 San Diego CA 92195
 Company Contact Name: TOM DUONG Contact Phone: (619) 890-9961

CONTRACT INFORMATION

Contract Number (if no number, state location): _____ Start Date: _____
 Contract Title (or description): _____ End Date: _____
 Purpose/Service Provided: _____

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

TOM DUONG Name of Signatory President Title of Signatory
TOM DUONG Signature 3-25-2021 Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ LWO Analyst: _____ Contract Number: _____

State of California
Department of Industrial Relations
Division of Labor Standards Enforcement
Licensing & Registration Unit
1515 Clay Street, Ste. 1902
Oakland, CA 94612



Registration Number:
JS-LR-000019499

JANITORIAL SERVICES REGISTRANT WITH EMPLOYEES

Effective Date 12/11/2020	Expiration Date 12/11/2021
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TOM'S JANITORIAL SERVICES INC
3281 Altadena Avenue
San Diego, CA 92195-2896

Workers Compensation Insurance Expiration Date:
8/1/2021

Branch 1- DBA N/A 3281 Altadena Avenue, San Diego, CA 92105

Having paid to the Labor Commissioner of the State of California the required Registration Fee is hereby granted a registration to conduct the business of Janitorial Services in the State of California at the location(s) listed above and effective for the period designated above in conformity with the provisions of Chapter 4, Part 4.2, Division 2 of the Labor Code and the rules and regulations issued thereunder by the Labor Commissioner.

THIS REGISTRATION IS NOT TRANSFERABLE AND IS VALID ONLY AT THE REGISTERED OPERATING LOCATION INDICATED ABOVE

ALTERATIONS WILL VOID THIS REGISTRATION

Tom's Janitorial Services, INC

Manufacturer's Price List

Equipment Description	Ownership	Quantity	Make, & Model	Comments
VacPac - 6 quart Backpack Vacuum	Own	7	SP30	Super Vacuum
High Speed 20' Floor Burnishers	Own	2	BR - 1600 - NDC	Polishes floor on a variety of surfaces
Carnister Extractors	Own	2	EX - CAN - 15 LP	Control clean, 15 gallon capacity
Various cleaning equipment				

Note: Please let us know if more information is required.