

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089955-23-R,  
Janitorial Services for the City of San Diego Libraries**

This contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089955-23-R Janitorial Services for the City of San Diego Libraries (Contractor).

**RECITALS**

On or about 02/17/2023, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide Janitorial Services for the Library Department.

City wishes to retain Contractor to provide Janitorial Services as further described in Scope of Work, attached hereto as Exhibit B.

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 must provide services to the City as described in Scope of Work, Exhibit B. (Services) Contractor will submit all required forms and information described in Exhibit A, to the Purchasing Agent before providing any Services.

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

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract is for a period of five years beginning on the Effective Date. Unless otherwise terminated, this Contract will be effective until completion of the Services. The term of this Contract may not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract will be effective on the date it is both: 1) executed by the last Party to sign the Contract; and 2) approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City will pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$9,157,069.55, in ~~1504~~ accordance with the Pricing Schedule(s). *(The not to exceed amount will be added in here prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance. In no case may 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 RFP, Contractor certifies that it is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, incorporated herein, before commencing Services.

**ARTICLE V  
CONTRACT DOCUMENTS**

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

**5.2 Exhibits, Attachments, and Schedules.** All exhibits, attachments, addenda, policies, regulations, and schedules referenced in any way in the Contract Documents, are binding on Contractor.

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

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

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

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

5.6 **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 representatives.

CONTRACTOR

CITY OF SAN DIEGO

A Municipal Corporation

UBM Enterprise

Proposer

11102 Ables Ln

Street Address

Dallas

City


469-853-6813

Telephone No.

Jae.song@ubmhq.com

E-Mail

BY:



Print Name:

Claudia C. Abarca  
Director, Purchasing & Contracting Department

May 8, 2024  
Date Signed

BY:

  
Jae Song (Oct 16, 2023 16:06 CDT)

Signature of Proposer's  
Authorized Representative

Jae Song

Print Name

C.O.O

Title

Oct 16, 2023

Date

Approved as to form this 9<sup>th</sup> day of

May, 2024.  
MARA W. ELLIOTT, City Attorney

BY:

  
Deputy City Attorney







# Signature Pages - 10089955-23-R Janitorial Services for Library Dept

Final Audit Report

2023-10-16

Created:	2023-10-16
By:	Damian Singleton (dsingleton@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAICmRJONXFjKNyb2ke341HuSf1G_me9ZS

## "Signature Pages - 10089955-23-R Janitorial Services for Library Dept" History

-  Document created by Damian Singleton (dsingleton@sandiego.gov)  
2023-10-16 - 8:22:29 PM GMT
-  Document emailed to jae.song@ubmhq.com for signature  
2023-10-16 - 8:28:28 PM GMT
-  Email viewed by jae.song@ubmhq.com  
2023-10-16 - 9:02:02 PM GMT
-  Signer jae.song@ubmhq.com entered name at signing as Jae Song  
2023-10-16 - 9:06:17 PM GMT
-  Document e-signed by Jae Song (jae.song@ubmhq.com)  
Signature Date: 2023-10-16 - 9:06:19 PM GMT - Time Source: server
-  Agreement completed.  
2023-10-16 - 9:06:19 PM GMT

**EXHIBIT A  
PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

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

**1.1 Reserved.**

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

**1.2.1 Electronic Proposals.** The City will accept electronic proposals, but they must be digitally signed and submitted through PlanetBids. Instructions for electronic submissions are provided as an attachment in PlanetBids.

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

**1.4 Pre-Proposal Conference.** Pre-proposal conference information is noted on the eBidding System, and in Exhibit B.

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

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

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

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

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

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

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

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

2.10 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 will be considered for purchase.

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

2.11 A title page.

2.12 A table of contents.

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

2.14 Proposer's response to the RFP.

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

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

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

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

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

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

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

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

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

**7.2 Proposal Modification or Withdrawal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price must notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer must provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow

the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

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

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

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

## **B. PRICING**

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

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

For example, if the lowest total estimated Contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated Contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive  $(1 - ((105 - 100) / 100) \times 60 = 57$  points, or 95% of



the maximum points. The lowest score a proposal can receive for pricing is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

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

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

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

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

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

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

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

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

**3.2 Reserved.**

**3.3 Reserved.**

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

**3.5 Inspection.** The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection includes survey of proposer's physical assets and financial capability. Proposer, by signing

the proposal, agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

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

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<u>20</u>
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects.	
<b>B. Staffing Plan.</b>	20
1. Identify the total number of employees proposed to perform requested services.	
2. Qualifications of personnel adequate for requirement.	
3. Availability/Geographical location of personnel for required tasks.	
4. Clearly defined roles/responsibilities of personnel.	
5. Documentation proof for Staff who have passed/cleared any security background checks.	
<b>C. Firm's Capability to provide the services and expertise and Past Performance.</b>	25
1. Relevant experience of the Firm and subcontractors.	
2. Previous relationship of firm and subcontractors on similar projects.	
3. Other pertinent experience.	
4. Past/Prior Performance.	
5. Capacity/Capability to meet the City of San Diego’s needs in a timely manner.	
6. Reference checks.	
<b>D. Quality Control Program</b>	<u>25</u>
1. Description of Quality Control Program.	
2. Describe plans for correcting performance problems.	
<b>E. Price.</b>	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	<u>100</u>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<u>112</u>

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

#### **D. ANNOUNCEMENT OF AWARD**

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

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

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

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

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

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

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

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

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

**5. COVID-19 Certification.**

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

*Remainder of page left intentionally blank.*

**EXHIBIT B  
SCOPE OF WORK**

**A. BACKGROUND.** The City of San Diego is seeking a qualified Contractor to provide complete Janitorial Services for the Library Department, as required and as specified, for 35 branch libraries and one main Central Library. In addition, the Contractor must provide a midday cleaning service of ten of the most frequented branch libraries.

The 35 branch libraries, along with one main Central Library, are grouped into three schedules as listed below. For a complete listing of branch library locations, service days, and service hours, refer to Exhibit G – Branch Library Locations & Service Hours.

<b>Schedule A – North San Diego Area Branch Libraries</b>	
Allied Gardens/Benjamin	Ocean Beach
Balboa	Pacific Beach/Taylor
Carmel Mountain Ranch	Rancho Bernardo
Carmel Valley	Rancho Peñasquitos
La Jolla/Riford	San Carlos
Linda Vista	Scripps Miramar Ranch
Mira Mesa	Serra Mesa/Kearny Mesa
North Clairemont	Tierrasanta
North University Community	University Community

<b>Schedule B – South San Diego Area Branch Libraries</b>	
Special Event Spaces for the Central Library	North Park
City Heights/Weingart to include Performance Annex and Performance Annex Office/IDEA Lab	Oak Park
Clairemont	Otay Mesa-Nestor
College/Rolando	Paradise Hills
Kensington-Normal Heights	Point Loma/Hervey
Logan Heights	San Ysidro
Mission Hills-Hillcrest Knox Library	Skyline Hills
Mission Valley	University Heights
Mountain View/Beckwourth	Valencia Park/Malcolm X

<b>Schedule C– Branch Libraries with Mid-Day Cleanings</b>	
City Heights/Weingart to include Performance Annex & Performance Annex Office/IDEA Lab	Mission Valley
College/Rolando	Ocean Beach
Linda Vista	Otay Mesa-Nestor
Logan Heights	Pacific Beach
Mira Mesa	Valencia Park/Malcolm X

Contractors are advised to note the conditions and challenges that each site poses so that they are fully responsive to the requirements. Some buildings have challenging architectural design, materials, and surfaces relative to janitorial maintenance service. Refer to Exhibit H – Facilities Descriptions for a facility description of each site.

**B. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE INSPECTIONS.** Proposers are required to attend both the mandatory pre-proposal conference and the mandatory site inspections for all facilities listed in the table below. This will be the only opportunity for Proposers to walk the sites. Failure to attend both the mandatory pre-proposal conference and the mandatory site inspections will deem the proposal submitted as non-responsive.

	Name of Branch/Room	Address	Date	Time
Pre-Proposal Conference	Central Library/Shiley Special Events Suite, 9th Floor	330 Park Blvd., San Diego, CA 92101	Wednesday, February 22, 2023	9:30 a.m.
Mandatory Site Inspection	Paradise Hills Branch Library (In front of the entrance to the library)	5922 Rancho Hills Drive, San Diego, CA 92139	Wednesday, February 22, 2023	Approximately 11:30 AM
Mandatory Site Inspection	City Heights/Weingart Branch Library (In front of the entrance to the library)	3795 Fairmount Ave., San Diego, CA 92105	Wednesday, February 22, 2023	Approximately 1:00 PM
Mandatory Site Inspection	Rancho Peñasquitos Branch Library (In front of the entrance to the library)	13330 Salmon River Rd., San Diego, CA 92129	Wednesday, February 22, 2023	Approximately 2:00 PM

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

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 coverings at all times during the conference and site inspections. Face coverings includes face masks (purchased or homemade), bandanas, scarves, and neck gaiters, and must cover both the nose and mouth.

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

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

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

**C. CONTRACTOR COVID-19 SELF-CERTIFICATION VACCINATION LETTER.** Per City Ordinance No. O-21398, effective January 3, 2022, all City contractors who interact in person with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors are required to be fully vaccinated against COVID-19 as a condition for provision or continued provision of contracted services. Contractors are required to self-certify that the members of their workforce reporting to work at a City facility are fully vaccinated. The requirements covered under O-21398 and the Self-Certification Vaccination Letter are attached hereto as Attachment 1 – COVID-19 Certification Form.

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

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

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

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

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

## E. CONTRACTOR'S RESPONSIBILITIES

1. **Staffing.** The Contractor must furnish adequate supervisory and working personnel capable of completing all work required under this Contract as scheduled and to the satisfaction of the Contract Administrator, or designee. The Contractor must also maintain a sufficient number of trained staff to cover vacations, illness, and emergency leave for staff assigned to this Contract.
  - a. **Supervision.** The Contractor must always have a minimum of one qualified on-site supervisor when work is being performed to provide the necessary supervision and 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 must notify the Contract Administrator, or designee, of the name of the supervisor assigned to each site. Any changes in supervision must be submitted in writing five days prior to start date of the new supervisor to the Contract Administrator, or designee. The Contractor will also be responsible for ensuring that the new Supervisor understands the requirements of this Contract and will schedule a meeting with the Contract Administrator, or designee, and the new supervisor prior to commencement of work.
  - b. **Uniforms.** Janitorial staff, including supervisors, must work in distinguishing neat and clean uniforms provided by the Contractor. All uniforms will 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. Uniforms must also consist of proper footwear that fully covers the foot. Sandals and flip-flops are unacceptable footwear. Long pants must be worn on each work shift. Shorts and cut-offs are unacceptable. Contractor's employees must look professional and have proper personal hygiene. Appropriate uniforms must always be worn, including personnel who are being trained. Failure to do so may result in termination of the Contract.
  - c. **Training.** Prior to the start of work on this Contract, Contractor will contact the Contract Administrator, or designee, to obtain a copy of the Safety Data Sheet (SDS) for City-provided chemicals, and must train their janitorial staff on safety requirements including SDS for all chemicals used for this Contract (including any City-provided chemicals), Blood Borne Pathogen, Personal Protective Equipment, and Contractor's Injury/Illness Program as required by CAL OSHA, Title 8, Sections 3203, 1926.59, and 5193. Janitorial staff must be trained in the proper use of green cleaning techniques and products.

The Contractor is required to provide a Training Certification for Janitorial Personnel (Attachment 2 – Training Certification for Janitorial Personnel) assigned to this Contract as proof of this training. This certification must be submitted to the Contract Administrator, or designee, prior to the commencement of the Contract. 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 will be provided at the sole expense of the Contractor. The City reserves the right to require retraining at the Contractor's



expense, as determined by the City.

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

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

**e. Communication.** Contractor must ensure that at least one member of the onsite janitorial crew can communicate in English both verbally and in writing. Assigned supervisors must 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 will be responsible for furnishing the equipment, including mops, mop heads, mop buckets, vacuums, dusters, brooms, dust pans, sponges, and rags, required for performing specified tasks, unless otherwise noted. All materials must be top quality by industry standards. All vacuum cleaners must be power lifting, silent, and commercial grade, with micro-filters. All equipment must be in good working condition. Any vacuum cleaners, power scrubbers, or other power equipment provided by the Contractor must be in proper, safe working condition before use. Frayed cords or other non-safe conditions must be corrected immediately, or the machine must be removed from service at all facilities.

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

All janitorial supplies and chemicals provided by the City are individually funded by each site and are to be stored in the specific Janitor's Closet as designated by the Contract Administrator. They must not be removed or taken off City property or be comingled or shared between the different sites within the department.

Contractor will inform the Contract Administrator, or designee, in advance, of the need to replenish these supplies and the Contract Administrator, or designee, will initiate the necessary Stores Requisition. The Contractor must pick up the supplies Monday through Friday at the designated City storeroom. Contractor must provide a minimum of a one-week notice to the Contract Administrator, or designee, when supplies need to be replenished.

**3. Keys, Security Access Cards, and Employee Identification Badges.** Keys, security access cards, and employee identification badges supplied to the Contractor must not be shared or loaned out to others. They must be retained by authorized janitorial personnel to whom

they were issued. Failure to abide by these security regulations is a breach in security and may be grounds for removal of the employee from the Contract. Repeated violations of these security regulations by a Contractor's employees may be grounds for termination of this Contract.

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

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

- 4. Janitorial Staff Reporting Procedures.** Janitorial personnel, including all supervisors conducting inspections, must sign in upon reporting for work, and must 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 must write "Supervisor" beside their name. The City has no obligation to pay for services if the log is not properly completed. Signing in after employees are already working, or signing in for other employees is strictly forbidden, and may be grounds for employee termination. The log will be kept in a designated area identified by the Contract Administrator, or designee.

The janitorial personnel must complete the Janitor's Cleaning Checklists when tasks are completed, and leave them in the designated area. The City will provide the Contractor with a master copy of each Janitor's Cleaning Checklist (Attachment 3 – Janitor's Cleaning Checklist) prior to commencement of work. The Contractor will be responsible for ensuring copies of logs 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.

- 5. Contractor Response Time.** A Contractor representative, authorized to discuss matters related to this Contract, must be available between 6:30 a.m. and 6:00 p.m., Monday through Sunday. Contractor must be available via cell phone, or email during these designated times.

**a. Emergency Calls for Call Back Services.** A supervisor or manager must respond to emergency telephone calls within 15 minutes of the call being placed. All actions required to resolve onsite emergencies must be completed within four hours and will be charged at the "Call Back Services" rate submitted by the Contractor on the Pricing Schedule(s) of this RFP. 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.

**b. Non-Emergency Calls.** A supervisor or manager must respond to non-emergency calls, or e-mails within one hour of the call being placed, or the email being sent. All actions required to resolve the non-emergency issue(s) must be completed by the next business day unless otherwise directed by the Contract Administrator, or designee. Failure to respond and take appropriate corrective action within the time frame specified may result in termination of the Contract.

- 6. Safety Requirements.** All work performed under this Contract will be performed in such a manner as to provide maximum safety to the public and employees, and must 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 or more employees must have an injury/illness program as required by OSHA.

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

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

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

For Contractor-provided chemicals, the Contractor is required to provide a SDS and applicable green certification. Contractor provided chemicals must be approved by the City, prior to usage. Only those products whose label and SDS clearly state the content, hazard potential, and protective measures required, will 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 will be cause for immediate termination of the Contract for violation of safety procedures.

- 8. 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 must be properly maintained and stored. Buckets must be emptied daily.
- 9. Security Precautions.** Janitorial personnel must 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 will be cause for termination of the Contract.

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

- 10. Site Inspection Upon Commencement and Turnover of Contract.** Within five days upon commencement of Contract, the Contractor will inspect Contract sites 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-time payment to the Contractor to correct the deficiencies. If work is authorized, the Contractor will bring the sites into compliance with the Contract specifications, and thereafter maintain them at that level.

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

If the current Contractor fails to correct the noted deficiencies, and any Contract site is in an unacceptable condition by the end of the Contract period as determined by the Contract Administrator, or designee, the City will authorize work to bring the site into compliance with specifications. All costs incurred by the City to correct deficiencies will be deducted from the current Contractor's final payment. The City will be the sole judge as to what constitutes a reasonable cost for work authorized.

- 11. 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 must 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.
- 12. Storm Water Pollution Preventive Regulations.** Contractor must 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>.
- 13. Statement of Qualifications and Experience.** The following experience, qualifications, and

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

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

b. Contractor must have a minimum of three years of experience (in the last five years) conducting work of similar type, scope, and scale at facilities as those specified in this solicitation. All references must be provided on the Contractor Standards Pledge of Compliance (under Section F, Part 7 starting on page 6 of 12).

c. An account manager, who will be dedicated to this Contract, must have a minimum of two years of experience (in the last five years) managing and conducting work of similar type, scope, and scale as those specified in this solicitation. Contractor must submit the resume for the dedicated Account Manager.

d. All managers and supervisors proposed to be involved in services at facilities in this solicitation must have a minimum of two years' service in providing managerial and supervisory support in cleaning and conducting work of similar type, scope, and scale as those specified in this solicitation. Contractor must submit resumes for the managers and supervisors proposed to be involved in services for this solicitation.

**F. QUALITY OF WORK/INSPECTIONS.** The Contractor must provide quality janitorial services for the sites specified herein. All work must be performed in accordance with best industry standards and all facilities must be kept clean and maintained in accordance with the cleaning standards specified throughout the Contract period.

- 1. Inspections by Contractor.** The Contractor must 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 must be performed by a supervisor on a weekly basis.

The Contractor must schedule a regular monthly meeting with the Contract Administrator, or designee, to evaluate services performed. Failure to appear for the meeting as scheduled may be cause for termination of the Contract.

- 2. Inspections by Contract Administrator, or Designee.** Regular inspections will be conducted by the Contract Administrator, or designee. Any performance deficiencies will be noted on the Janitor's Cleaning Checklist (Attachment 3 – Janitor's Cleaning Checklist) and left in the designated area. A copy will also be emailed to the Contractor.

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

**G. STATEMENT OF JANITORIAL TASKS AND CLEANING STANDARDS.** The following standards are intended to indicate the acceptable minimum level of service to satisfy the requirements of these specifications. These tasks are also listed in the Janitor's Cleaning Checklist (Attachment 3 – Janitor's Cleaning Checklist).

Be advised that there are five different cleaning schedules with varying tasks. These schedules and tasks are listed in Exhibit G – Branch Library Locations & Service Hours.

**Daily Mid-Day Tasks - Ten Most Frequented Libraries:** The following tasks must be performed within two to four hours after opening hours and will be limited to ten of the most frequented library branches. However, additional branches may be added to the Daily Mid-Day Cleaning Service on an as needed basis. Refer to Exhibit G – Branch Library Locations & Service Hours for a listing of such branches.

Tasks include cleaning and restocking bathrooms, emptying all trash receptacles, and wiping down and sanitization of all high touch surfaces and common areas. Common areas include conference room tables and chairs, breakroom tables and chairs, keypads, button pads, elevators, restrooms, handrails, doorknobs and handles, etc.

**Partial Service Day Tasks:** The following tasks (Tasks No. 1 – 9) must be performed on the day(s) specified in Exhibit G – Branch Library Locations & Service Hours at each site designated in this solicitation, unless otherwise expressly noted.

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

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

The term “clean” as used for this task means that no dirt, dust, lint, stains, spots, grease, molds, or odors can be detected on areas including floors, walls, lockers, partitions, ledges, trim, doors, moldings, shower doors, shower mats, curtains, or fixtures within the restroom, lockers, or showers.

- 2. Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers.** Contractor must refill all dispensers for paper towels, soap, toilet paper, and toilet seat covers, using City-provided material. Contractor must provide a minimum of a one-week notice to the Contract Administrator, or designee, when supplies need to be replenished.
- 3. Clean Drinking Fountains/Water Dispensers.** Contractor must clean and sanitize drinking

fountains and water dispensers to remove all spots, marks, and stains. For sanitation purposes, Contractor must not use same rags, sponges, or cloths to clean and sanitize the drinking fountains/water dispensers, as those that are used to clean other areas.

4. **Clean Kitchen Area/Break Room including Microwave Ovens.** Kitchen areas and break rooms must be cleaned and sanitized including sinks and countertops. All spots, marks, and stains must be removed; tables and chairs must be cleaned and straightened. Contractor must clean microwaves, interior and exterior, removing all food remains, splatters, spills, and smudges. For sanitation purposes, Contractor must not use the same rags, sponges, or cloths to clean and sanitize kitchen microwaves as those that are used to clean other areas. Exterior of refrigerators (including the top) and toaster ovens (as applicable) must be wiped clean by Janitorial staff.

*Scripps Miramar Ranch has a commercial kitchen in which cooking classes are taught; this may cause a heavier grease buildup on the floor and counter tops, but must be cleaned to the same extent as described above.*

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

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

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

- a. A horsehair or similar type push broom;
- b. A dust mop;
- c. Reusable commercial-type cleaning cloths; or
- d. A heavy-duty vacuum cleaner with appropriate pick up tool.

6. **Replace Light Bulbs.** Contractor must replace burned out light bulbs that affix twelve feet high and under, between the ground and the ceiling. The City will provide the replacement light bulbs.
7. **Empty and Clean all Wastebaskets, Trash Receptacles, and Ash Urns.** Contractor must 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 must be washed, as necessary, to maintain them in a stain-free and odor-free condition. Trash receptacles must be lined with City-provided plastic trash bags. Contractor must place all trash bags in a designated dumpster(s). The sand in sand urns must be sifted quarterly, or

as needed.

8. **Pick-up Litter, Trash, and Garbage.** Contractor must pick-up and dispose of all litter, trash, garbage, and foreign discarded or abandoned objects found in the interior of the facility, exterior parking lots, patios, all exterior entry ways, and walkways. Contractor must pick-up and dispose of trash from trash cans located at the entrance and exit doors. All trash will be placed in a designated City dumpster.
9. **Clean tables, Chairs, and Counter Tops.** Contractor must wipe down all tables, table bases, counter tops, chairs, chair arms, and chair legs.

**Full-Service Day Tasks:** The following tasks (Tasks No. 10 – 20) must be performed on the day(s) specified in Exhibit G – Branch Library Locations & Service Hours, at each site designated in this solicitation, unless otherwise expressly noted.

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

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

The term “clean” as used for this task means that no dirt, dust, lint, stains, spots, grease, molds or odors can be detected on areas including floors, walls, lockers, partitions, ledges, trim, doors, moldings, shower doors, shower mats, curtains, or fixtures within the restroom, lockers or showers.

11. **Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers.** Contractor must refill all dispensers for paper towels, soap, toilet paper, and toilet seat covers using City-provided material. Contractor must provide a minimum of a one-week notice to the Contract Administrator, or designee, when supplies need to be replenished.
12. **Clean Drinking Fountains/Water Dispensers.** Contractor must clean and sanitize drinking fountains and water dispensers to remove all spots, marks, and stains. For sanitation purposes, Contractor must not use same rags, sponges, or cloths to clean and sanitize the drinking fountains/water dispensers, as those that are used to clean other areas.
13. **Clean Kitchen Area/Break Room including Microwave Ovens.** Kitchen areas/break rooms must be cleaned and sanitized, including sinks and countertops. All spots, marks, and stains must be removed; tables and chairs must be cleaned and straightened. Contractor must clean microwaves, interior and exterior, removing all food remains, splatters, spills,



and smudges. For sanitation purposes, Contractor must not use the same rags, sponges, or cloths to clean and sanitize kitchen microwave ovens as those that are used to clean other areas. Exterior of refrigerators (including the top) and toaster ovens (as applicable) must be wiped clean by Janitorial staff.

*Scripps Miramar Ranch has a commercial kitchen in which cooking classes are taught; this may cause a heavier grease buildup on the floor and counter tops, but must be cleaned to the same extent as described above.*

- 14. Sweep, Damp Mop and Disinfect All Hard Surface Flooring Areas.** Contractor must damp mop and disinfect vinyl, tile, linoleum, concrete, and other types of floor covering excluding rubber, carpet, hardwood, and sports flooring in all public and staff areas, including hallways, lobbies, restrooms, locker rooms, showers, and kitchens, to remove all spots, stains, or spills as part of normal floor care.

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

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

- a. A horsehair or similar type push broom;
- b. A dust mop;
- c. Reusable commercial-type cleaning cloths; or
- d. A heavy-duty vacuum cleaner with appropriate pick up tool.

- 15. Replace Light Bulbs.** Contractor must replace burned out light bulbs that affix twelve feet high and under, between the ground and the ceiling. The City will provide the replacement light bulbs.
- 16. Empty and Clean all Wastebaskets, Trash Receptacles, and Ash Urns.** Contractor must 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 must be washed, as necessary, to maintain them in a stain-free and odor-free condition. Trash receptacles must be lined with City-provided plastic trash bags. Contractor must place all trash bags in a designated City dumpster. The sand in sand urns must be sifted quarterly, or as needed.
- 17. Pick-up Litter, Trash, and Garbage.** Contractor must pick-up and dispose of all litter, trash, garbage, and foreign discarded or abandoned objects found in the interior of the facility, exterior parking lots, patios, all exterior entry ways, and walkways. Contractor must pick-up and dispose of trash from trash cans located at the entrance and exit doors. All trash will be placed in a designated City dumpster.
- 18. Vacuum Carpeted Floors and Rugs.** Contractor must thoroughly vacuum all carpets and

rugs. Vacuum cleaning must also include the removal of all spots, stains, or spills as part of normal floor care. Rugs and carpet runners are to be straightened and adjusted.

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

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

- 19. Dust, Including Dust on Books and Bookshelves.** Contractor must 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 must dust books, book shelves, magazines, magazine racks, CDs, DVDs and associated racks, statues, desks (*only when cleared of work material*), hutches, tables, chairs, file cabinets, shelving, countertops, lampshades, light fixtures, pictures, lockers, telephones, map frames, moldings, ledges, switches, door frames and jambs, window sills, partitions, and any other surface that accumulates dust. Dusting of furniture will include chair legs, table legs, frames, and bases.

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

All cobwebs must be removed.

*Point Loma Branch: Has a boat frame hull measuring 24 ft. in length by 21 ft. 6 in. wide. Contractor must dust the boat frame hull with a damp cloth along the top of the boat display, as directed by the Branch Manager. The counter tops at the circulation desk, public restrooms (rotunda area only), staff restroom and youth services librarian's desk are made from a product called Avonite and must be cleaned using a wet/damp cloth.*

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

*For branches that have gas fireplaces, the Contractor must clean both sides of the glass doors of the gas fireplaces. The inside of the gas fireplaces does not require cleaning.*

**Weekly Tasks.** The following Weekly Tasks (Tasks No. 21 – 28) must be performed once per week at each site designated in this solicitation, unless otherwise expressly noted.

#### **COMMUNITY ROOMS ONLY**

- 21. Sweep and Damp Mop Floors, Including Moving/Replacing Furniture.** Contractor must

damp mop and disinfect vinyl, tile, linoleum, concrete, and other types of floor covering excluding rubber, carpet, hardwood, and sports flooring in all public and staff areas, including hallways, lobbies, restrooms, locker rooms, showers, and kitchens, to remove all spots, stains, or spills as part of normal floor care.

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

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

- a. A horsehair or similar type push broom;
- b. A dust mop;
- c. Reusable commercial-type cleaning cloths; or
- d. A heavy-duty vacuum cleaner with appropriate pick up tool.

The furniture in the Community Rooms must be moved and replaced as part of the damp mopping.

22. **Vacuum and Clean Fabric Seat Cushions.** Contractor must vacuum seat cushions to remove all visible dirt. Special attention must be given to prevent the accumulation of dirt, lint, or other foreign matter. Vacuum cleaning must also include the removal of all spots, stains, or spills as part of normal care.
23. **Floor Drains.** Contractor must maintain floor drains so that they do not smell. Contractor must pour approximately one cup of City approved disinfectant/enzyme cleaner down each restroom floor drain, as needed.
24. **Move Trash and Recycle Bins, and Dump in Recycling Dumpsters.** Contractor must move designated black trash bins and designated blue recycling bins to the appropriate locations the day before scheduled trash pick-up. Bins must be placed at curb side, and after pick up moved back to their original locations.

Contractor must empty the recycling bins into a designated City recycling dumpster, as required.

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

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

26. **Clean Concrete, Rubber Tile, and Sports Floors.** Contractor must clean all concrete, rubber tiles, and sports floors of dust, dirt, spots, stains, and any other marks or scuffs.
27. **Clean Patios.** Contractor must sweep patios, wipe down tables and chairs, and empty trash.
28. **Elevators Only - Vacuum and Clean.** Contractor must vacuum carpets and carpeted walls of each elevator; remove dirt, debris, and litter. Contractor must wipe down and clean all handrails, doors (including inside of doors when closed), and door tracks to leave them left clean and polished with no fingerprints, streaks, spots, or spills. Refer to Exhibit H – Facilities Descriptions, for locations that have elevators.

**Monthly Tasks.** The following Monthly Tasks (Tasks No. 29 – 30) must be performed once per month at each site designated in this solicitation, unless otherwise expressly noted.

Monthly tasks must be performed no later than the 15<sup>th</sup> of each month.

29. **Clean all Window Blinds.** Contractor must maintain the window blinds and shades to keep them free of dust, dirt, dead bugs, and dead bug spots. Contractor must wipe them with a damp cloth or clean with the appropriate specialized hand tool.
30. **Dust Air Diffusers, Grills, Vents, and Filter Houses.** Contractor must maintain the air diffusers, grills, and vents, including those located in restrooms, to keep them clean and free of dust. These areas must be wiped and cleaned with a damp cloth, or vacuumed, to remove dust, dirt, and debris. A ladder will be used where necessary.

**Semi-Annual Tasks.** The following tasks (Tasks No. 31 – 32) must be performed two times per year at each branch as directed by the Contract Administrator, or designee.

**31. Strip, Wax, and Buff Tile, Vinyl/Tile and Wood Flooring.**

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

Contractor will pay special attention to, and remove, all scuff marks. Contractor is responsible for removing and replacing all furniture.

32. **Deep Clean Restrooms.** Contractor must clean restroom baseboards, scour and sanitize counters and floors, remove stubborn deposits and stains from toilets, urinals, sinks, and faucets, scrub tile grout, wipe down and clean walls, doors, stall walls and stall doors, and light fixtures.

**H. SPECIFIC JANITORIAL TASKS AND CLEANING STANDARDS FOR SERRA MESA BRANCH – FAIRYTALE MESA OUTDOOR EDUCATION SPACE.** Fairytale Mesa consists of educational and

sculptural elements in the Children's Courtyard Area and pathway on the eastside of the Serra Mesa Branch Library. This space is permanent and interactive. In this space children are given colored chalk to use on the floors and walls. The following standards are intended to indicate the acceptable minimum level of service to satisfy the requirements.

Due to the complexity of these requirements, Proposers are strongly encouraged to walk/view this site area during normal branch opening hours prior to submitting their proposal.

**Daily Tasks.** Contractor must clean the Serra Mesa Branch Fairytale Mesa Outdoor Education Space daily using a garage floor broom, blower, or garden hose to remove all chalk, loose soil, and debris.

The four articulated painted metal viewing scopes must be cleaned with mild soap and water. Spray paints and markers can be removed successfully with a soft cloth LIGHTLY dampened with lacquer thinner, and a LIGHT rubbing. Contractor must avoid a saturation of lacquer thinner or intense rubbing, as it will compromise the finish.

The wooden benches must be maintained in a clean manner, free of spiderwebs, loose soil, and debris.

The vinyl door graphics at interior entry of children's patio must be cleaned like normal glass with glass cleaner and a soft cloth.

**Weekly Tasks.** The following Weekly Tasks must be performed once per week on the days specified in this solicitation.

Aluminum chalk tray(s) must be cleaned weekly to avoid build-up of dirt and debris. For more aggressive stains, Contractor must use a damp cloth or a suitable solvent provided by the City for specific types of stains. Contractor must not use abrasive cleaners as this will damage the metal finish.

Removable cushioned rubber tile must be vacuumed and then damp mopped. If surface(s) becomes exceedingly soiled, Contractor must lift and hose off the tiles.

Soft blocks must be washed with a soft cloth and a mild liquid soap and water solution. Contractor must then rinse off all soap with fresh, clean water, making sure to rinse thoroughly. Contractor must then disinfect using a City provided disinfectant or disinfectant wipes.

**I. SPECIFIC JANITORIAL TASKS AND CLEANING STANDARDS FOR CENTRAL LIBRARY SPECIAL EVENT SPACES:** Special event spaces include but are not limited to: Shiley Special Events Suite (and its adjoining terraces), Neil Morgan Auditorium, Ground Floor Courtyard, Mary Hollis Clark Conference Center, Art Gallery, Qualcomm Dome Terrace, Valeiras Sculpture Garden, and Helen Price Reading Room. (Special Event Spaces)

The Special Event Spaces, at the San Diego Public Library's Central Library @ Joan A Irwin Jacobs Common, were created to meet the community's needs for special events such as galas, concerts, conferences, mixers, holiday parties, weddings, and private parties. Use of Special Event Spaces is overseen by assigned Library staff (Special Event Staff). These Special Event Spaces are independent of the publicly used spaces at the Central Library. On average, 124 events are held

annually at the Central Library Special Event Spaces.

The following tasks must be performed on an as needed basis:

1. Providing janitorial service throughout the duration of all events to include any debris removal and cleanup of spills and accidents.
2. Cleaning restrooms, including maintaining the restrooms, disinfecting, and sanitizing the restrooms.
3. Hourly refilling of dispensers for paper towels, hand soap, toilet paper, and seat covers.
4. Cleaning Kitchen Area/Break/Event Room, including cleaning/sanitizing the sinks and countertops.
5. Cleaning tables and straightening chairs, if needed, for next day event.
6. Cleaning all reachable, floor level glass including windows, glass doors and adjoining panes, and metal handrails. Glass surfaces must be left clean with no fingerprints, streaks, spots, or dirt film. Care must be taken in cleaning any surfaces covered with solar film to avoid any damage to the film.
7. Sweeping/Dust mopping all hard surface flooring areas including restrooms, kitchen, and break room.
8. Emptying and cleaning all wastebaskets, trash receptacles, and place trash in designated City dumpsters.
9. Vacuuming the carpets.
10. Setting up event with tables and chairs from designated store areas.
11. Breaking down event, including breakdown of tables and chairs.
12. Putting away tables and chairs in designated store areas.

**J. SPECIFIC JANITORIAL TASKS AND CLEANING STANDARDS FOR CITY HEIGHTS/WEINGART BRANCH LIBRARY PERFORMANCE ANNEX AND PERFORMANCE ANNEX OFFICE AND IDEA LAB.**

The Performance Annex is a black box theatre that offers a variety of dance and music performances along with lessons for adults and children. The Performance Annex Office is located adjacent to the City Heights/Weingart Library. It is a standard office setting made up of approximately 2300 sq. ft. The following standards are intended to indicate the acceptable minimum level of service to satisfy the requirements.

**Weekly Tasks for the Performance Annex and Performance Annex Office/IDEA Lab.** The following Weekly Tasks must be performed on the days specified in this solicitation.

**Sweep, Damp Mop, and Disinfect All Hard Surface Flooring Areas.** Contractor must sweep, damp mop, and disinfect floor to remove all spots, stains, or spills as part of normal floor care. Special

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

**Empty and Clean all Wastebaskets, Trash Receptacles.** Contractor must empty all wastebaskets, trash receptacles inside facility. All receptacles must be washed, as necessary, to maintain them in a stain-free and odor-free condition. Trash receptacles must be lined with City-provided plastic trash bags. Contractor must place all trash bags in a designated City dumpster.

**Vacuum Carpeted Floors and Rugs.** Contractor must vacuum carpets and rugs to remove dirt. Vacuum cleaning must also include the removal of all spots, stains, or spills as part of normal floor care. Rugs and carpet runners are to be straightened and adjusted. The vacuum cleaner must use filters that prevent dust from entering the air. Special care will be given to edges, nooks, and baseboards to prevent accumulation of soil, lint or other material.

**Clean tables, Chairs and Counter Tops.** Contractor must wipe down all tables, table bases, chairs and chair legs.

**K. CITY OBSERVED HOLIDAYS.** Janitorial services may not be performed on City observed holidays at any of the facilities listed in this solicitation.

There are ten City observed holidays:

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

**L. SERVICE HOURS AND FACILITIES TO BE MAINTAINED.** All janitorial services, with the exception of the Mid-Day Cleaning service and "semi-annual tasks", must be started approximately 30 minutes prior to the closing of each of the 35 branches and completed by 1 a.m. Pacific Time (see Exhibit G – Branch Library Hours & Service Hours). The Contractor must have sufficient staff, so that all work specified in this contract is completed within the allotted window of time.

The City reserves the right to change the hours of service, as needed. All proposed schedule changes from Contractor must be submitted in writing and authorized by the Contract Administrator. Failure to do so may result in nonpayment of services performed.

All scheduling of the "semi-annual" tasks are to be done by the Contract Administrator.

#### **M. CUSTOMER SERVICE OPERATION**

Contractor must provide a customer service operation for Library Branch staff. The customer service operation must include access to a local number (area code 619, 858, or 760), or a toll-free number, and provision of an in-house customer service representative who is assigned and dedicated to the City. The in-house customer service representative must be knowledgeable and responsive to Contract and customer service issues and be available to Library Branch staff during Library Branch hours of operation.

**N. CALL BACK SERVICES (MUST BE PRE-AUTHORIZED).** The Contractor must provide call back services, 24 hours a day, seven days a week, which may include cleaning-up fecal matter, urine, vomit, and other body fluids in or just outside of the facilities. These services will be required to be performed on an emergency basis, within four hours of notification of the Contractor by the City, and may be charged at an emergency service rate in accordance with the Pricing Schedule(s) of this solicitation, and listed separately on acceptable invoices to the City. No travel time may be charged.

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

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

**Q. 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 will not prevent the City from proceeding with termination of the Contract in accordance with Section 4.3 (City's Right to Terminate for Default) of the General Contract Terms and Provisions revised January 16, 2020 (Exhibit C).

**R. CONTRACT MODIFICATIONS.** At any time during the Contract, the City reserves the right to increase or decrease task frequencies for sites to be maintained under the provisions of this Contract without increasing the cost for the specified task(s) in effect at the time of such election. The City also reserves the right to add or delete sites as it deems necessary, and to modify tasks as required.

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

**S. SUBCONTRACTORS.** The Contractor must not subcontract any portion of this Contract to any party without pre-authorized written approval from the Contract Administrator, or designee. San Diego Municipal Code section 22.4210(c), part of the City's Living Wage Ordinance, requires the Contractor to use its own employees to perform at least 50 percent of the work described in the Contract.

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

**T. NON-INTERFERENCE WITH CITY OPERATIONS.** Employees and agents of Contractor must, while on the premises of the City, comply with all City rules and regulations. Contractor must acquaint itself with conditions at the work site so as not to interfere with City operations.



Contractor must not stop, delay, or interfere with City work schedules or operations without the prior approval of the Contract Administrator, or designee. Contractor will 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.

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

**V. DISPLACED JANITOR OPPORTUNITY ACT. AB-350,** The Displaced Janitor Opportunity Act, dated September 2, 2011, Chapter 4.5 (commencing with Section 1060) of Part 3 of Division 2 of the Labor Code is incorporated as part of this proposal and any resulting Contract by reference (Exhibit E).

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

**W. DEPARTMENT OF INDUSTRIAL RELATIONS PROPERTY SERVICE WORKERS PROTECTION (PSWPA) ACT, AND 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, must 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 will be cause to reject the proposer’s submittal as non-responsive.

	Registration No.	Expiration Date	Name
Janitorial DIR Registration No.	JS-LR-1000968172	9/21/2024	UBM Enterprise, Inc.
Subcontractor DIR Registration No.			
Subcontractor DIR Registration No.			
Subcontractor DIR Registration No.			

**X. PERFORMANCE BOND.** The Contractor will be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to 100% of the Contract amount, conditional for the performance of the Contract. Using Exhibit F, the performance bond must be submitted to Purchasing & Contracting within ten days of request. Failure to provide the bond within the time frame specified by the City will be cause for the bid to be rejected as non-responsive. The bond must be maintained by the Bidder in full force and effect during the entire period of performance under Contract. Failure to do so will be cause for termination of the Contract.

**Y. ADDITIONAL INSURANCE.** Contractor must not begin any performance under the Contract until it has provided the City with evidence of the following insurance coverage, in addition to the coverage required under Section 7.2 of the General Contract Terms and Provisions, Exhibit C.

Crime Insurance, including Employee Dishonest/Fidelity coverage, for a minimum of \$25,000.00 per employee or \$100,000.00 blanket limit. This coverage protects the Contractor against loss by 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.

**Z. CONTRACT ADMINISTRATOR**

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

**AA. PRICING SCHEDULE(S)**

It is the City's intent to award the Contract to a single Proposer. The estimated annual quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities will not entitle the Proposer to an adjustment in the unit price or to any additional compensation.

Proposers must complete the Pricing Schedule(s) entirely to be considered responsive. The prices stated on the Pricing Schedule(s) must be submitted as a flat rate for performance of all specifications in this solicitation; be fully burdened, firm, and fixed price; include the complete service or material; and be inclusive of any and all related charges and costs, including labor (in accordance with the City of San Diego's Living Wage Ordinance at the most current Living Wage rate), cleaning materials/supplies (as specified), equipment, travel, transportation, training, overhead, administrative costs, or profit. The City will evaluate pricing for this solicitation solely based upon proposers submitted flat rate, as specified in the Pricing Schedule(s) below.

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

Proposers must submit pricing for all Pricing Schedules (Schedules A, B, and C) to be considered responsive.

How to calculate extended pricing on the following Pricing Schedule(s):

Extended Price<sup>(1)</sup> = (Estimated Annual Visit Frequency) X (One Time Price)

Extended Price<sup>(2)</sup> = (Estimated Annual Frequency) X (Hourly Price)

Extended Price<sup>(3)</sup> = (Estimated Annual Frequency) X (Estimated Square Feet) X (Price per Square Foot)

**REVISED PRICING SCHEDULE A AND B**

**PRICING SCHEDULE A – NORTH SAN DIEGO AREA BRANCH LIBRARIES**

**Section 1: Allied Gardens/Benjamin**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$40.37 /Day	\$ 8,396.96 /Year
2.	104	DAY	Full Day Tasks	\$53.82 /Day	\$ 5,597.28 /Year
3.	52	WK	Weekly Tasks	\$53.82 /Week	\$ 2,798.64 /Year
4.	12	MO	Monthly Tasks	\$80.73 /Month	\$ 968.76 /Year
<b>TOTAL SECTION 1:</b>					<b>\$17,761.64 /Year</b>

**Section 2: Balboa**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 26.91 /Day	\$ 5,597.28 /Year
2.	104	DAY	Full Day Tasks	\$ 53.82 /Day	\$ 5,597.28 /Year
3.	52	WK	Weekly Tasks	\$ 53.82 /Week	\$ 2,798.64 /Year
4.	12	MO	Monthly Tasks	\$ 80.73 /Month	\$ 968.76 /Year
<b>TOTAL SECTION 2:</b>					<b>\$14,961.96 /Year</b>

**Section 3: Carmel Mountain Ranch**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 80.73 /Day	\$ 16,791.84 /Year
2.	104	DAY	Full Day Tasks	\$ 134.56 /Day	\$ 13,994.24 /Year
3.	52	WK	Weekly Tasks	\$ 53.82 /Week	\$ 2,798.64 /Year
4.	12	MO	Monthly Tasks	\$ 107.65 /Month	\$ 1,291.80 /Year
<b>TOTAL SECTION 3:</b>					<b>\$ 34,876.52 /Year</b>

**Section 4: Carmel Valley**

Level of Service: 3 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 80.73 /Day	\$ 16,791.84 /Year
2.	156	DAY	Full Day Tasks	\$ 134.56 /Day	\$ 20,991.36 /Year
3.	52	WK	Weekly Tasks	\$ 53.82 /Week	\$ 2,798.64 /Year
4.	12	MO	Monthly Tasks	\$ 134.56 /Month	\$ 1,614.72 /Year
<b>TOTAL SECTION 4:</b>					<b>\$ 42,196.56 /Year</b>

**Section 5: La Jolla/Riford**

Level of Service: **3** Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 134.56 /Day	\$ 27,988.48 /Year
2.	<b>156</b>	DAY	Full Day Tasks	\$ 215.29 /Day	\$ 33,585.24 /Year
3.	52	WK	Weekly Tasks	\$ 107.65 /Week	\$ 5,597.80 /Year
4.	12	MO	Monthly Tasks	\$ 215.29 /Month	\$ 2,583.48 /Year
<b>TOTAL SECTION 5:</b>					<b>\$ 69,755.00</b>

**Section 6: Linda Vista**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Days	\$ 53.82 /Day	\$ 11,194.56 /Year
2.	104	DAY	Full Day Tasks	\$107.65 /Day	\$ 11,195.60 /Year
3.	52	WK	Weekly Tasks	\$ 80.73 /Week	\$ 4,197.96 /Year
4.	12	MO	Monthly Tasks	\$107.65 /Month	\$ 1,291.80 /Year
<b>TOTAL SECTION 6:</b>					<b>\$ 27,879.92 /Year</b>

**Section 7: Mira Mesa**

Level of Service: **3** Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$107.65 /Day	\$ 22,391.20 /Year
2.	<b>156</b>	DAY	Full Day Tasks	\$ 161.47 /Day	\$ 25,189.32 /Year
3.	52	WK	Weekly Tasks	\$107.65 /Week	\$ 5,597.80 /Year
4.	12	MO	Monthly Tasks	\$ 161.47 /Month	\$ 1,937.64 /Year
<b>TOTAL SECTION 7:</b>					\$ 55,115.96 /Year

**Section 8: North Clairemont**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 33.64 /Day	\$ 6,997.12 /Year
2.	104	DAY	Full Day Tasks	\$ 53.82 /Day	\$ 5,597.28 /Year
3.	52	WK	Weekly Tasks	\$ 53.82 /Week	\$ 2,798.64 /Year
4.	12	MO	Monthly Tasks	\$ 80.73 /Month	\$ 968.76 /Year
<b>TOTAL SECTION 8:</b>					\$ 16,361.80 /Year

**Section 9: North University Community**  
 Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 94.19 /Day	\$ 19,591.52 /Year
2.	104	DAY	Full Day Tasks	\$ 161.47 /Day	\$ 16,792.88 /Year
3.	52	WK	Weekly Tasks	\$ 107.65 /Week	\$ 5,597.80 /Year
4.	12	MO	Monthly Tasks	\$ 161.47 /Month	\$ 1,937.64 /Year
<b>TOTAL SECTION 9:</b>					\$ 43,919.84 /Year

**Section 10: Ocean Beach**  
 Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 26.91 /Day	\$ 5,597.28 /Year
2.	104	DAY	Full Day Tasks	\$ 40.37 /Day	\$ 4,198.48 /Year
3.	52	WK	Weekly Tasks	\$ 53.82 /Week	\$ 2,798.64 /Year
4.	12	MO	Monthly Tasks	\$ 80.73 /Month	\$ 968.76 /Year
<b>TOTAL SECTION 10:</b>					\$ 13,563.16 /Year

**Section 11: Pacific Beach/Taylor**

Level of Service: **3** Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 80.73 /Day	\$ 16,791.84 /Year
2.	<b>156</b>	DAY	Full Day Tasks	\$134.56 /Day	\$20,991.36 /Year
3.	52	WK	Weekly Tasks	\$107.65 /Week	\$ 5,597.80 /Year
4.	12	MO	Monthly Tasks	\$ 161.47 /Month	\$ 1,937.64 /Year
<b>TOTAL SECTION 11:</b>					\$45,318.64 /Year

**Section 12: Rancho Bernardo**

Level of Service: **3** Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 134.56 /Day	\$ 27,988.48 /Year
2.	<b>156</b>	DAY	Full Day Tasks	\$ 188.38 /Day	\$ 29,387.28 /Year
3.	52	WK	Weekly Tasks	\$ 161.47 /Week	\$ 8,396.44 /Year
4.	12	MO	Monthly Tasks	\$ 215.29 /Month	\$ 2,583.48 /Year
<b>TOTAL SECTION 12:</b>					\$ 68,355.68 /Year



**Section 13: Rancho Peñasquitos**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 121.10 /Day	\$ 25,188.80 /Year
2.	104	DAY	Full Day Tasks	\$ 161.47 /Day	\$ 16,792.88 /Year
3.	52	WK	Weekly Tasks	\$ 134.56 /Week	\$ 6,997.12 /Year
4.	12	MO	Monthly Tasks	\$ 161.47 /Month	\$ 1,937.64 /Year
<b>TOTAL SECTION 13:</b>					<b>\$ 50,916.44 /Year</b>

**Section 14: San Carlos**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 53.82 /Day	\$ 11,194.56 /Year
2.	104	DAY	Full Day Tasks	\$ 80.73 /Day	\$ 8,395.92 /Year
3.	52	WK	Weekly Tasks	\$ 53.82 /Week	\$ 2,798.64 /Year
4.	12	MO	Monthly Tasks	\$ 107.65 /Month	\$ 1,291.80 /Year
<b>TOTAL SECTION 14:</b>					<b>\$ 23,680.92 /Year</b>

**Section 15: Scripps Miramar Ranch**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 121.10 /Day	\$ 25,188.80 /Year
2.	104	DAY	Full Day Tasks	\$ 161.47 /Day	\$ 16,792.88 /Year
3.	52	WK	Weekly Tasks	\$ 134.56 /Week	\$ 6,997.12 /Year
4.	12	MO	Monthly Tasks	\$ 215.29 /Month	\$ 2,583.48 /Year
<b>TOTAL SECTION 15:</b>					<b>\$ 51,562.28 /Year</b>

**Section 16: Serra Mesa-Kearny Mesa Including Fairytale Mesa Outdoor Education Space**

Level of Service: **3** Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 107.65 /Day	\$ 22,391.20 /Year
2.	<b>156</b>	DAY	Full Day Tasks	\$ 161.47 /Day	\$ 25,189.32 /Year
3.	52	WK	Weekly Tasks	\$ 134.56 /Week	\$ 6,997.12 /Year
4.	12	MO	Monthly Tasks	\$ 161.47 /Month	\$ 1,937.64 /Year
<b>TOTAL SECTION 16:</b>					<b>\$ 56,515.28 /Year</b>

**Section 17: Tierrasanta**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 53.82 /Day	\$ 11,194.56 /Year
2.	104	DAY	Full Day Tasks	\$ 80.73 /Day	\$ 8,395.92 /Year
3.	52	WK	Weekly Tasks	\$ 53.82 /Week	\$ 2,798.64 /Year
4.	12	MO	Monthly Tasks	\$ 107.65 /Month	\$ 1,291.80 /Year
<b>TOTAL SECTION 17:</b>					<b>\$23,680.92 /Year</b>

**Section 18: University Community**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 67.28 /Day	\$ 13,994.24 /Year
2.	104	DAY	Full Day Tasks	\$ 94.19 /Day	\$ 9,795.76 /Year
3.	52	WK	Weekly Tasks	\$ 80.73 /Week	\$ 4,197.96 /Year
4.	12	MO	Monthly Tasks	\$ 107.65 /Month	\$ 1,291.80 /Year
<b>TOTAL SECTION 18:</b>					<b>\$ 29,279.76 /Year</b>

**Section 19: Extra Cleaning Services**

Item	Estimated Annual Hours of Service Needed	U/M	Description	Hourly Price	Extended Price <sup>(2)</sup>
1	500	HR	Extra Cleaning Services	\$ 34.50 /Hour	\$17,250.00 /Year

**Section 20: Call Back Services**

Item	Estimated Annual Hours of Service Needed	U/M	Description	Hourly Price	Extended Price <sup>(2)</sup>
1	500	HR	Call Back Services	\$ 34.50 /Hour	\$17,250.00 /Year

**Section 21: Semi-Annual Cleaning Tasks (Performed Twice Per Year with Written Pre-Authorization)**

Items	Estimated Annual Frequency	U / M	Description	Estimated Square Feet	Price per Square Foot	Extended Price <sup>(3)</sup>
1	2	EA	Strip, Wax, and Buff Tile, Vinyl, and Wood Flooring, Deep clean restrooms	239,601	\$0.12 /Sq. Ft.	\$57,504.24 /Year

The aforementioned “Semi-Annual Cleaning Task” must be performed two times per year at each branch as directed by the Contract Administrator, or designee. The City has the discretion of requesting cleaning all non-carpeted floors within a facility, or any portion of the non-carpeted floors within a facility based upon the fixed cost per square foot as provided above.

**TOTAL ANNUAL COST FOR SCHEDULE A (SECTIONS 1-21): \$777,706.52**

**PRICING SCHEDULE B – SOUTH SAN DIEGO AREA BRANCH LIBRARIES**

**Section 1: Central Library to include Special Event Spaces**

Item	Estimated Annual Hours of Service Needed	U/M	Description	One Time Hourly Price	Extended Price <sup>(1)</sup>
1.	832	HR	Special Event Tasks	\$32.29 /Hour	\$ 26,865.28 /Year
<b>TOTAL SECTION 1:</b>					\$ 26,865.28 /Year

**Section 2: City Heights/Weingart to Include Performance Annex and Performance Annex Office/IDEA Lab**

Level of Service: **3** Full/ **4** Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 107.65 /Day	\$ 22,391.20 /Year
2.	156	DAY	Full Day Tasks	\$ 134.56 /Day	\$ 20,991.36 /Year
3.	52	WK	Weekly Tasks	\$ 161.47 /Week	\$ 8,396.44 /Year
4.	12	MO	Monthly Tasks	\$ 215.29 /Month	\$ 2,583.48 /Year
<b>TOTAL SECTION 2:</b>					\$ 54,362.48 /Year

**Section 3: Clairemont**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 26.91 /Day	\$ 5,597.28 /Year
2.	104	DAY	Full Day Tasks	\$ 40.37 /Day	\$ 4,198.48 /Year
3.	52	WK	Weekly Tasks	\$ 53.82 /Week	\$ 2,798.64 /Year
4.	12	MO	Monthly Tasks	\$ 80.73 /Month	\$ 968.76 /Year
<b>TOTAL SECTION 3:</b>					\$ 13,563.16 /Year

**Section 4: College-Rolando**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 80.73 /Day	\$16,791.84 /Year
2.	104	DAY	Full Day Tasks	\$134.56 /Day	\$13,994.24 /Year
3.	52	WK	Weekly Tasks	\$107.65 /Week	\$ 5,597.80 /Year
4.	12	MO	Monthly Tasks	\$161.47 /Month	\$ 1,937.64 /Year
<b>TOTAL SECTION 4:</b>					\$ 38,321.52 /Year

**Section 5: Kensington-Normal Heights**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 26.91 /Day	\$ 5,597.28 /Year
2.	104	DAY	Full Day Tasks	\$ 33.64 /Day	\$ 3,498.56 /Year
3.	52	WK	Weekly Tasks	\$ 26.91 /Week	\$ 1,399.32 /Year
4.	12	MO	Monthly Tasks	\$ 53.82 /Month	\$ 645.84 /Year
<b>TOTAL SECTION 5:</b>					<b>\$ 11,141.00 /Year</b>

**Section 6: Logan Heights**

Level of Service: 3 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 161.47 /Day	\$ 33,585.76 /Year
2.	156	DAY	Full Day Tasks	\$ 215.29 /Day	\$ 33,585.24 /Year
3.	52	WK	Weekly Tasks	\$ 161.47 /Week	\$ 8,396.44 /Year
4.	12	MO	Monthly Tasks	\$ 215.29 /Month	\$ 2,583.48 /Year
<b>TOTAL SECTION 6:</b>					<b>\$ 78,150.92 /Year</b>

**Section 7: Mission Hills-Hillcrest/Knox Library**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 94.19 /Day	\$ 19,591.52 /Year
2.	104	DAY	Full Day Tasks	\$ 134.56 /Day	\$ 13,994.24 /Year
3.	52	WK	Weekly Tasks	\$ 80.73 /Week	\$ 4,197.96 /Year
4.	12	MO	Monthly Tasks	\$ 107.65 /Month	\$ 1,291.80 /Year
<b>TOTAL SECTION 7:</b>					\$ 39,075.52 /Year

**Section 8: Mission Valley**

Level of Service: 3 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 114.37 /Day	\$ 23,788.96 /Year
2.	156	DAY	Full Day Tasks	\$ 161.47 /Day	\$ 25,189.32 /Year
3.	52	WK	Weekly Tasks	\$ 107.65 /Week	\$ 5,597.80 /Year
4.	12	MO	Monthly Tasks	\$ 161.47 /Month	\$ 1,937.64 /Year
<b>TOTAL SECTION 8:</b>					\$ 56,513.72 /Year



**Section 9: Mountain View/Beckwourth**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 39.14 /Day	\$ 8,141.12 /Year
2.	104	DAY	Full Day Tasks	\$ 80.73 /Day	\$ 8,395.92 /Year
3.	52	WK	Weekly Tasks	\$ 80.73 /Week	\$ 4,197.96 /Year
4.	12	MO	Monthly Tasks	\$107.65 /Month	\$ 1,291.80 /Year
<b>TOTAL SECTION 9:</b>					\$ 22,026.80 /Year

**Section 10: North Park**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 53.82 /Day	\$ 11,194.56 /Year
2.	104	DAY	Full Day Tasks	\$ 80.73 /Day	\$ 8,395.92 /Year
3.	52	WK	Weekly Tasks	\$ 53.82 /Week	\$ 2,798.64 /Year
4.	12	MO	Monthly Tasks	\$107.65 /Month	\$ 1,291.80 /Year
<b>TOTAL SECTION 10:</b>					\$ 23,680.92 /Year

**Section 11: Oak Park**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 40.37 /Day	\$ 8,396.96 /Year
2.	104	DAY	Full Day Tasks	\$ 67.28 /Day	\$ 6,997.12 /Year
3.	52	WK	Weekly Tasks	\$ 53.82 /Week	\$ 2,798.64 /Year
4.	12	MO	Monthly Tasks	\$ 80.73 /Month	\$ 968.76 /Year
<b>TOTAL SECTION 11:</b>					<b>\$ 19,161.48 /Year</b>

**Section 12: Otay Mesa-Nestor**

Level of Service: 3 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 80.73 /Day	\$ 16,791.84 /Year
2.	156	DAY	Full Day Tasks	\$134.56 /Day	\$ 20,991.36 /Year
3.	52	WK	Weekly Tasks	\$107.65 /Week	\$ 5,597.80 /Year
4.	12	MO	Monthly Tasks	\$134.56 /Month	\$ 1,614.72 /Year
<b>TOTAL SECTION 12:</b>					<b>\$44,995.72 /Year</b>

**Section 13: Paradise Hills**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 26.91 /Day	\$ 5,597.28 /Year
2.	104	DAY	Full Day Tasks	\$ 53.82 /Day	\$ 5,597.28 /Year
3.	52	WK	Weekly Tasks	\$ 26.91 /Week	\$ 1,399.32 /Year
4.	12	MO	Monthly Tasks	\$ 53.82 /Month	\$ 645.84 /Year
<b>TOTAL SECTION 13:</b>					<b>\$ 13,239.72 /Year</b>

**Section 14: Point Loma/Hervey**

Level of Service: 3 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 148.01 /Day	\$ 30,786.08 /Year
2.	156	DAY	Full Day Tasks	\$ 188.38 /Day	\$ 29,387.28 /Year
3.	52	WK	Weekly Tasks	\$ 161.47 /Week	\$ 8,396.44 /Year
4.	12	MO	Monthly Tasks	\$ 215.29 /Month	\$ 2,583.48 /Year
<b>TOTAL SECTION 14:</b>					<b>\$ 71,153.28 /Year</b>

**Section 15: San Ysidro**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 94.19 /Day	\$19,591.52 /Year
2.	104	DAY	Full Day Tasks	\$ 134.56 /Day	\$13,994.24 /Year
3.	52	WK	Weekly Tasks	\$ 107.65 /Week	\$ 5,597.80 /Year
4.	12	MO	Monthly Tasks	\$ 161.47 /Month	\$ 1,937.64 /Year
<b>TOTAL SECTION 15:</b>					<b>\$ 41,121.20 /Year</b>

**Section 16: Skyline Hills**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 80.73 /Day	\$ 16,791.84 /Year
2.	104	DAY	Full Day Tasks	\$ 134.56 /Day	\$13,994.24 /Year
3.	52	WK	Weekly Tasks	\$ 107.65 /Week	\$ 5,597.80 /Year
4.	12	MO	Monthly Tasks	\$ 161.47 /Month	\$ 1,937.64 /Year
<b>TOTAL SECTION 16:</b>					<b>\$ 38,321.52 /Year</b>

**Section 17: University Heights**

Level of Service: 2 Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 26.91 /Day	\$ 5,597.28 /Year
2.	104	DAY	Full Day Tasks	\$ 40.37 /Day	\$ 4,198.48 /Year
3.	52	WK	Weekly Tasks	\$ 40.37 /Week	\$ 2,099.24 /Year
4.	12	MO	Monthly Tasks	\$ 53.82 /Month	\$ 645.84 /Year
<b>TOTAL SECTION 17:</b>					<b>\$ 12,540.84 /Year</b>

**Section 18: Valencia Park/Malcolm X**Level of Service: **3** Full/ 4 Partial Service Days

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1.	208	DAY	Partial Day Tasks	\$ 148.01 /Day	\$ 30,786.08 /Year
2.	<b>156</b>	DAY	Full Day Tasks	\$ 188.38 /Day	\$ 29,387.28 /Year
3.	52	WK	Weekly Tasks	\$ 215.29 /Week	\$ 11,195.08 /Year
4.	12	MO	Monthly Tasks	\$ 215.29 /Month	\$ 2,583.48 /Year
<b>TOTAL SECTION 18:</b>					<b>\$ 73,951.92 /Year</b>

**Section 19: Extra Cleaning Services**

Item	Estimated Annual Hours of Service Needed	U/ M	Description	Hourly Price	Extended Price <sup>(2)</sup>
1	500	HR	Extra Cleaning Services	\$ 34.50 /Hour	\$17,250.00 /Year

**Section 20: Call Back Services**

Item	Estimated Annual Hours of Service Needed	U/ M	Description	Hourly Price	Extended Price <sup>(2)</sup>
1	500	HR	Call Back Services	\$ 34.50 /Hour	\$ 17,250.00 /Year

**Section 21: Semi-Annual Cleaning Tasks (Performed Twice Per Year with Written Pre-Authorization)**

Item	Estimated Annual Frequency	U/M	Description	Estimated Square Feet	Price per Square Foot	Extended Price <sup>(3)</sup>
1	2	EA	Strip, Wax, and Buff Tile, Vinyl, and Wood Flooring, Deep clean restrooms	166,108	\$ 0.12 /Sq. Ft.	\$ 39,865.92 /Year

The aforementioned "Semi-Annual Cleaning Task" must be performed two times per year at each branch as directed by the Contract Administrator, or designee. The City has the discretion of requesting cleaning all non-carpeted floors within a facility, or any portion of the non-carpeted floors within a facility based upon the fixed cost per square foot as provided above.

**TOTAL ANNUAL COST FOR SCHEDULE B (SECTIONS 1-21): \$ 752,552.92**

**PRICING SCHEDULE C – Mid-Day Cleaning of Ten Most Frequent Branch Libraries**

**Section 1: Mid-Day Cleaning Services**

**City Heights/Weingart – to include Performance Annex and Performance Annex Office/IDEA Lab as needed**

Item	Estimated Visit Frequency	U/ M	Description	One Time Price	Extended Price <sup>(1)</sup>
1	312	DAY	Mid-Day Cleaning	\$ 96.15 /Day	\$29,998.80 /Year

**Section 2: Mid-Day Cleaning Services**

**College-Rolando**

Item	Estimated Visit Frequency	U/ M	Description	One Time Price	Extended Price <sup>(1)</sup>
1	312	DAY	Mid-Day Cleaning	\$74.48 /Day	\$23,237.76 /Year

**Section 3: Mid-Day Cleaning Services**

**Linda Vista**

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1	312	DAY	Mid-Day Cleaning	\$48.93 /Day	\$ 15,266.16 /Year

**Section 4: Mid-Day Cleaning Services**

**Logan Heights**

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1	312	DAY	Mid-Day Cleaning	\$ 122.32 /Day	\$38,163.84 /Year

**Section 5: Mid-Day Cleaning Services**

**Mira Mesa**

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1	312	DAY	Mid-Day Cleaning	\$ 99.22 /Day	\$ 30,956.64 /Year

**Section 6: Mid-Day Cleaning Services**

**Mission Valley**

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1	312	DAY	Mid-Day Cleaning	\$ 96.68 /Day	\$ 30,164.16 /Year

**Section 7: Mid-Day Cleaning Services**

**Ocean Beach**

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1	312	DAY	Mid-Day Cleaning	\$ 22.40 /Day	\$ 6,988.80 /Year

**Section 8: Mid-Day Cleaning Services**

**Otay Mesa / Nestor**

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1	312	DAY	Mid-Day Cleaning	\$ 73.39 /Day	\$ 22,897.68 /Year



**Section 9: Mid-Day Cleaning Services**

**Pacific Beach / Taylor**

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1	312	DAY	Mid-Day Cleaning	\$ 61.08 /Day	\$ 19,056.96 /Year

**Section 10: Mid-Day Cleaning Services**

**Valencia Park / Malcolm X**

Item	Estimated Visit Frequency	U/M	Description	One Time Price	Extended Price <sup>(1)</sup>
1	312	DAY	Mid-Day Cleaning	\$ 127.42 /Day	\$ 39,755.04 /Year

**ESTIMATED ANNUAL COST FOR SCHEDULE C (SECTIONS 1-10):** \$ 256,485.84

**ESTIMATED ANNUAL COST (SCHEDULES A+B+C):** \$ 1,786,745.28

**PAYMENT AND PERFORMANCE BOND**

Item	Est. Qty.	U/M	Description	Unit Price	Extension
1	1	EA	Annual Bonds (Payment and Performance)	\$ 44,668.63	\$ 44,668.63
<b>TOTAL:</b>					\$ 44,668.63

**ESTIMATED ANNUAL COST (SCHEDULES A+B+C+PERFORMANCE BOND):** \$ 1,831,413.91

**FIVE YEAR ESTIMATED TOTAL COST:** \$ 9,157,069.55

Revised Exhibit C



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

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

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

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

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

## **ARTICLE II CONTRACT ADMINISTRATOR**

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

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

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

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

### **ARTICLE III COMPENSATION**

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

**3.2 Invoices.**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE IV SUSPENSION AND TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VIII BONDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XI DISPUTE RESOLUTION**

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

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

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

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

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

## **ARTICLE XII MANDATORY ASSISTANCE**

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

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

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

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

### **ARTICLE XIII MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D**  
**WAGE REQUIREMENTS**

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

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

[Home](#)[Bill Information](#)[California Law](#)[Publications](#)[Other Resources](#)[My Subscriptions](#)[My Favorites](#)

## AB-350 Displaced Janitor Opportunity Act. (2011-2012)

SHARE THIS:



AMENDED IN SENATE SEPTEMBER 02, 2011

AMENDED IN SENATE AUGUST 30, 2011

AMENDED IN SENATE AUGUST 15, 2011

AMENDED IN SENATE JUNE 30, 2011

AMENDED IN ASSEMBLY APRIL 27, 2011

CALIFORNIA LEGISLATURE— 2011–2012 REGULAR SESSION

**ASSEMBLY BILL****NO. 350**

**Introduced by Assembly Member Solorio  
(Coauthor(s): Assembly Member Lara, Mendoza)  
(Coauthor(s): Senator Vargas)**

**February 10, 2011**

An act to amend Sections 1060, 1061, and 1064 of, and to amend the heading of Chapter 4.5 (commencing with Section 1060) of Part 3 of Division 2 of, the Labor Code, relating to employment.

### LEGISLATIVE COUNSEL'S DIGEST

AB 350, as amended, Solorio. Displaced Janitor Opportunity Act.

Existing law, the Displaced Janitor Opportunity Act, requires contractors and subcontractors, that are awarded contracts or subcontracts by an awarding authority to provide janitorial or building maintenance services at a particular job site or sites, to retain, for a period of 60 days, certain employees who were employed at that site by the previous contractor or subcontractor. The act requires the successor contractors and subcontractors to offer continued employment to those employees retained for the 60-day period if their performance during that 60-day period is satisfactory. The act authorizes an employee who was not offered employment or who has been discharged in violation of these provisions by a successor contractor or successor subcontractor, or an agent of the employee, to bring an action against a successor contractor or successor subcontractor in any superior court of the state having jurisdiction over the successor contractor or successor subcontractor, as specified.

This bill would rename the act the Displaced Property Service Employee Opportunity Act and make the provisions of the act applicable to property services, which would consist of licensed security, as defined, window cleaning, food cafeteria and dietary services, janitorial services, and ~~cleaning-related or light~~ building maintenance



services. This bill would exclude from the definitions of "contractor" and "subcontractor" specified types of food service providers. The bill also would make conforming changes.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** The heading of Chapter 4.5 (commencing with Section 1060) of Part 3 of Division 2 of the Labor Code is amended to read:

### **CHAPTER 4.5. Displaced Property Service Employee Opportunity Act**

**SEC. 2.** Section 1060 of the Labor Code is amended to read:

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

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

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a property service contract with the awarding authority, excluding an organization vendored or contracted through a regional center or the State Department of Developmental Services pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) or the California Early Intervention Services Act (Title 14 (commencing with Section 95000) of the Government Code) to provide services and supports for persons with developmental disabilities, as defined in Section 4512 of the Welfare and Institutions Code, that employs 200 or fewer individuals in the delivery of food services, that enters into a food service contract with the awarding authority or with a contractor to assist that contractor in performing a food service contract, and that provides a written notice to the awarding authority asserting exemption pursuant to this subdivision. In calculating whether an organization employs 200 or fewer individuals for these purposes, persons employed solely to produce commodities or provide services for procurement pursuant to Sections 46 to 48c, inclusive, of Title 41 of the United States Code shall not be counted.

(c) "Employee" means any person employed as a property service employee of a contractor or subcontractor who works at least 15 hours per week, has been employed by the contractor for at least four months prior to receiving notification of a contract termination, as described in paragraph (1) of subdivision (a) of Section 1061, and whose primary place of employment is in the State of California under a contract to provide property services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

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

(e) "Property service" means janitorial, ~~cleaning-related or light~~ building maintenance, licensed security, window cleaning, or food cafeteria and dietary services. For purposes of this subdivision, "licensed security service" means service rendered by a person covered under a valid collective bargaining agreement who is registered as a security guard pursuant to Chapter 11.5 (commencing with Section 7580) of Division 3 of the Business and Professions Code.

(f) "Property service contract" means any contract that has the principal purpose of providing property services through the use of property service employees.

(g) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a property service contract, excluding an organization vendored or contracted through a regional center or the State Department of Developmental Services pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) or the California Early Intervention Services Act (Title 14 (commencing with Section 95000) of the Government Code) to provide services and supports for persons with developmental disabilities, as defined in Section 4512 of the Welfare and Institutions Code, that employs 200 or fewer individuals in the delivery of food services, that enters into a food service contract with the awarding authority or with a contractor to assist that contractor in performing a food service contract, and that provides a written notice to the awarding authority asserting exemption pursuant to this subdivision. In calculating whether an organization employs 200 or fewer individuals for these purposes, persons employed solely to produce commodities or provide services for

procurement pursuant to Sections 46 to 48c, inclusive, of Title 41 of the United States Code shall not be counted.

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

**SEC. 3.** Section 1061 of the Labor Code is amended to read:

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

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

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

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

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

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

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

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

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

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

*(g) Nothing in this section shall require an employer to employ a person who is a registered sex offender or who has been convicted of a felony involving robbery, rape, murder, assault with intent to kill, assault that inflicts grievous bodily injury, or any similar violation.*

**SEC. 4.** Section 1064 of the Labor Code is amended to read:

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

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

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

UBM Enterprise, Inc, a corporation, as principal, and  
Midvale Indemnity Company, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,  
jointly and severally, to The City of San Diego a municipal corporation in the sum of  
ONE MILLION EIGHT HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED THIRTEEN DOLLARS AND 91/100  
for the faithful performance of the  
annexed contract, 10089955-23-R Janitorial Services for the City of San Diego Libraries,  
and in the sum of ONE MILLION EIGHT HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED THIRTEEN DOLLARS AND 91/100  
for the benefit  
of laborers and materialmen designated below, effective for one (1) year, commencing on  
April 30, 2024 through April 29, 2025. Bond shall be  
renewed on an annual basis for the life of the contract unless otherwise instructed.

**Conditions:**

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

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

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

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

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

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

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

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: [Signature]

By: [Signature]

Print Name: Claudio C. Abares  
Mayor or designee  
Director, Purchasing & Contracting

Print Name: Ken So  
Deputy City Attorney

Date: May 8, 2024

Date: May 9, 2024

CONTRACTOR

SURETY Midvale Indemnity Company

By: [Signature]  
Vice President

By: [Signature]  
Attorney-in-Fact

Print Name: Kevin Choi

Print Name: Larissa Grant

Date: 4/22/2024

Date: April 30, 2024



6000 Parkway, Madison, WI 53783  
Local Address of Surety

603-354-5281  
Local Phone Number of Surety

\$44,669.00  
Premium

S-278969  
Bond Number

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

**Midvale Indemnity Company**

*of Wisconsin, organized under the laws of Wisconsin, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,  
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 2<sup>nd</sup> day of February 2018, I have set my hand and caused my official seal to be affixed this 2<sup>nd</sup> day of February, 2018.



Dave Jones  
Insurance Commissioner

Valerie Sarfaty  
for Joel Laucher  
Chief Deputy

By

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**Civil Code § 1189**

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

State of New Hampshire

County of Cheshire



On April 18th 2024 before me, Jennifer Bush, Notary Public

Date

Name and Title of Notary

personally appeared Larissa Grant

Name and or Names of Signer(s)

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

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

Witness my hand and official seal.

Signature 

Notary Public Signature

**JENNIFER H BUSH**  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
July 12, 2027

Place Notary Public Seal Above

**OPTIONAL**

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

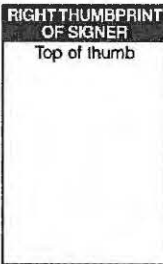
**Description of Attached Document**

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

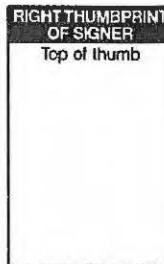
Document Date \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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



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



POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That Midvale Indemnity Company, a Wisconsin corporation having its principal office at 6000 American Parkway, Madison, Wisconsin 53783, pursuant to Resolutions of the Board of Directors unanimously consented to on February 18, 2020, to wit:

WHEREAS, management of the Corporation recommends that the Board authorize officers of the Corporation to appoint designated employees as attorneys-in-fact and authorize them to execute on behalf of the Corporation, and affix the seal of the Corporation thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking, and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them (the "Recommendation"); and

WHEREAS, the Board has reviewed and considered the Recommendation.

RESOLVED, that the Recommendation is approved.

The President hereby grants authority to and makes, constitutes and appoints solely:

- (i) Rye Capron; (ii) Larissa Grant; (iii) Amy LaCroix, (iv) Jennifer Bush, (v) Amanda Brendel, (vi) Aimee Henard, (vii) Theresa Smith, (viii) Beth Rodriguez, (ix) Lauren Powell and (x) Kyler Stahle

as its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty-Five Million Dollars (\$25,000,000.00)

and to bind Midvale Indemnity Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of Midvale Indemnity Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority pursuant to a Resolution of the Board of Directors unanimously consented to on February 18, 2020, to wit:

RESOLVED, that the signature of any officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or special power of attorney, or certification of either, and the execution of any bond or similar instrument transmitted via facsimile or PDF file format shall be deemed to be true and legally binding signatures and considered an original seal with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Midvale Indemnity Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 15th day of June, 2023.

Midvale Indemnity Company, By: \_\_\_\_\_

Lauren K. Powell, Assistant Secretary



State of Wisconsin  
County of Dane

On this 15th day of June, 2023, before the subscriber a Notary Public of State in and for the State of Wisconsin duly commissioned and qualified, came Lauren K. Powell., to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; the Resolution dated February 18, 2020 granting authority to appoint Attorney in fact of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin, this 15th day of June, 2023.

Mary J. Ripp

Notary Commission Expires: February 8, 2027



I, Theresa K. Sztuczko, Assistant Treasurer, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Midvale Indemnity Company this 30th day of April, 2024.

Theresa K. Sztuczko



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.  
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431  
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.



## Revised Exhibit G (Branch Library Locations & Services hours)

### Branch Libraries: Address, Geographic Area, Opening Hours\*, Type of Service and Service Days, Service Hours

Schedule 1 - North San Diego				
Name of Library	Geographic Area	Opening Hours (subject to change)	Type of Service and Service Days	Service Hours
Allied Gardens/Benjamin Branch 5188 Zion Ave. San Diego, CA 92120-2728	North San Diego	Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	4 Partial - M, W, F, Sat 2 Full - T, TH	Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.
Balboa Branch 4255 Mt. Albernathy Avenue San Diego, CA 92117-5028	North San Diego	Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	4 Partial - M, W, F, Sat 2 Full - T, TH	Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.
Carmel Mountain Ranch Branch 12095 World Trade Drive San Diego, CA 92128-3709	North San Diego	Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	4 Partial - M, W, F, Sat 2 Full - T, TH	Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.
Carmel Valley Branch 3919 Townsgate Drive San Diego, CA 92130-2584	North San Diego	Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	4 Partial - M, W, F, Sat 3 Full - Sun, T, TH	Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.

<p>La Jolla/Riford Branch 7555 Draper Avenue La Jolla, CA 92037-4802</p>	<p>North San Diego</p>	<p>Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 3 Full - Sun, T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>Linda Vista Branch 2160 Ulric Street San Diego, CA 92111-6628</p>	<p>North San Diego</p>	<p>Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 2 Full - T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>Mira Mesa Branch 8405 New Salem Street San Diego, CA 92126-2308</p>	<p>North San Diego</p>	<p>Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 3 Full - Sun, T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>North Clairemont Branch 4616 Clairemont Drive San Diego, CA 92117-2701</p>	<p>North San Diego</p>	<p>Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 2 Full - T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>North University Community Branch 8820 Judicial Drive San Diego, CA 92122-4684</p>	<p>North San Diego</p>	<p>Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 3 Full - Sun, T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>

<p>Ocean Beach Branch 4801 Santa Monica Avenue San Diego, CA 92107-2810</p>	<p>North San Diego</p>	<p>Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 2 Full - T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>Pacific Beach/Taylor Branch 4275 Cass Street San Diego, CA 92109-4005</p>	<p>North San Diego</p>	<p>Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 3 Full - Sun, T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>Rancho Bernardo Branch 17110 Bernardo Center Drive San Diego, CA 92128-2002</p>	<p>North San Diego</p>	<p>Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 3 Full - Sun, T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>Rancho Penasquitos Branch 13330 Salmon River Road San Diego, CA 92129-2641</p>	<p>North San Diego</p>	<p>Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 2 Full - T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>San Carlos Branch 7265 Jackson Drive San Diego, CA 92119-2314</p>	<p>North San Diego</p>	<p>Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 2 Full - T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>

Scripps Miramar Ranch Branch 10301 Scripps Lake Drive San Diego, CA 92131-1258	North San Diego	Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	4 Partial - M, W, F, Sat 2 Full - T, TH	Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.
Serra Mesa-Kearny Mesa Branch 9005 Aero Drive San Diego, CA 92123-2312	North San Diego	Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	4 Partial - M, W, F, Sat 3 Full - Sun, T, TH	Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.
Tierrasanta Branch 4985 La Cuenta Drive San Diego, CA 92124-2601	North San Diego	Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	4 Partial - M, W, F, Sat 2 Full - T, TH	Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.
University Community Branch 4155 Governor Drive San Diego, CA 92122-2501	North San Diego	Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	4 Partial - M, W, F, Sat 2 Full - T, TH	Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.

## Exhibit G (revised)

### Branch Libraries: Address, Geographic Area, Opening Hours\*, Type of Service and Service Days, Service Hours

Schedule 1 - South San Diego				
Name of Library	Geographic Area	Opening Hours (subject to change)	Type of Service and Service Days	Service Hours
Special Event Spaces for the Central Library 330 Park Boulevard San Diego, CA 92101	South San Diego	Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	Will vary, on an as needed basis	Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.
City Heights/Weingart Branch 3795 Fairmount Avenue San Diego, CA 92105-2605  Performance Annex-Suite A, Performance Annex Office-Suite C and IDEA Lab	South San Diego	Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	4 Partial - M, W, F, Sat 3 Full - Sun, T, TH	Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.
			4 Partial - M, W, F, Sat 3 Full - Sun, T, TH	
Clairemont Branch 2920 Burgener Boulevard San Diego, CA 92110-1027	South San Diego	Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	4 Partial - M, W, F, Sat 2 Full - T, TH	Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.

<p>College-Rolando Branch 6600 Montezuma Road San Diego, CA 92115-2828</p>	<p>South San Diego</p>	<p>Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 2 Full - T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>Kensington-Normal Heights Branch 4121 Adams Avenue San Diego, CA 92116-2507</p>	<p>South San Diego</p>	<p>Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 2 Full - T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>Logan Heights Branch 567 South 28th Street San Diego, CA 92113-2438</p>	<p>South San Diego</p>	<p>Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 3 Full - Sun, T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>Mission Hills-Hillcrest/Knox Branch 215 W Washington Street San Diego, CA 92103</p>	<p>South San Diego</p>	<p>Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 2 Full - T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>

<p>Mission Valley Branch 2123 Fenton Parkway San Diego, CA 92108-4709</p>	<p>South San Diego</p>	<p>Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 3 Full - Sun, T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>Mountain View/Beckwourth Branch 721 San Pasqual Street San Diego, CA 92113-1839</p>	<p>South San Diego</p>	<p>Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 2 Full - T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>North Park Branch 3795 31st Street San Diego, CA 92104-3720</p>	<p>South San Diego</p>	<p>Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 2 Full - T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>Oak Park Branch 2802 54th Street San Diego, CA 92105-4941</p>	<p>South San Diego</p>	<p>Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 2 Full - T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>

Otay Mesa-Nestor Branch 3003 Coronado Avenue San Diego, CA 92154-1521	South San Diego	Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	4 Partial - M, W, F, Sat 3 Full - Sun, T, TH	Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.
Paradise Hills Branch 5922 Rancho Hills Drive San Diego, CA 92139-3137	South San Diego	Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	4 Partial - M, W, F, Sat 2 Full - T, TH	Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.
Point Loma/Hervey Branch 3701 Voltaire Street San Diego, CA 92107-1606	South San Diego	Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	4 Partial - M, W, F, Sat 3 Full - Sun, T, TH	Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.
San Ysidro Branch 4235 Beyer Boulevard San Diego, CA 92173-	South San Diego	Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	4 Partial - M, W, F, Sat 2 Full - T, TH	Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.



<p>Skyline Hills Branch 480 S. Meadowbrook Drive San Diego, CA 92114-7701</p>	<p>South San Diego</p>	<p>Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 2 Full - T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>University Heights Branch 4193 Park Boulevard San Diego, CA 92103-2510</p>	<p>South San Diego</p>	<p>Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 2 Full - T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>
<p>Valencia Park/Malcolm Branch 5148 Market Street San Diego, CA 92114-2209</p>	<p>South San Diego</p>	<p>Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>4 Partial - M, W, F, Sat 3 Full - Sun, T, TH</p>	<p>Janitorial Staff shall start work 30 minutes prior to closing of branch, unless otherwise specified. All work shall be completed by 1 a.m. Pacific Time, unless otherwise specified.</p>

## Exhibit G (revised)

### Branch Libraries: Address, Geographic Area, Opening Hours\*, Type of Service and Service Days, Service Hours

Schedule 1 - Branch Libraries with Mid-Day Cleanings				
Name of Library	Geographic Area	Opening Hours (subject to change)	Type of Service and Service Days	Service Hours
City Heights/Weingart Branch 3795 Fairmount Avenue San Diego, CA 92105-2605	South San Diego	Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	Six days a week- M, T, W, Th, F, Sat	Janitorial Staff shall perform work within two to four hours after opening hours.
Performance Annex-Suite A, Performance Annex Office-Suite C and IDEA Lab				
College-Rolando Branch 6600 Montezuma Road San Diego, CA 92115-2828	South San Diego	Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	Six days a week - M, T, W, Th, F, Sat	Janitorial Staff shall perform work within two to four hours after opening hours.
Linda Vista Branch 2160 Ulric Street San Diego, CA 92111-6628	North San Diego	Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	Six days a week - M, T, W, Th, F, Sat	Janitorial Staff shall perform work within two to four hours after opening hours.

<p>Logan Heights Branch 567 South 28th Street San Diego, CA 92113-2438</p>	<p>South San Diego</p>	<p>Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>Six days a week - M, T, W, Th, F, Sat</p>	<p>Janitorial Staff shall perform work within two to four hours after opening hours.</p>
<p>Mira Mesa Branch 8405 New Salem Street Diego, CA 92126-2308</p>	<p>North San Diego</p>	<p>Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>Six days a week - M, T, W, Th, F, Sat</p>	<p>Janitorial Staff shall perform work within two to four hours after opening hours.</p>
<p>Mission Valley Branch 2123 Fenton Parkway San Diego, CA 92108-4709</p>	<p>South San Diego</p>	<p>Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>Six days a week - M, T, W, Th, F, Sat</p>	<p>Janitorial Staff shall perform work within two to four hours after opening hours.</p>
<p>Ocean Beach Branch 4801 Santa Monica Avenue San Diego, CA 92107-2810</p>	<p>North San Diego</p>	<p>Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm</p>	<p>Six days a week - M, T, W, Th, F, Sat</p>	<p>Janitorial Staff shall perform work within two to four hours after opening hours.</p>

Otay Mesa-Nestor Branch 3003 Coronado Avenue San Diego, CA 92154-1521	South San Diego	Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	Six days a week - M, T, W, Th, F, Sat	Janitorial Staff shall perform work within two to four hours after opening hours.
Pacific Beach/Taylor Branch 4275 Cass Street San Diego, CA 92109-4005	North San Diego	Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	Six days a week - M, T, W, Th, F, Sat	Janitorial Staff shall perform work within two to four hours after opening hours.
Valencia Park/Malcolm Branch 5148 Market Street San Diego, CA 92114-2209	South San Diego	Sun: 1:00 pm - 5:00 pm Mon: 11:30 am - 8:00 pm Tues: 11:30 am - 8:00 pm Wed: 9:30 am - 6:00 pm Thurs: 9:30 am - 6:00 pm Fri: 9:30 am - 6:00 pm Sat: 9:30 am - 6:00 pm	Six days a week - M, T, W, Th, F, Sat	Janitorial Staff shall perform work within two to four hours after opening hours.

**Exhibit H - Facilities Description**

<b>Library</b>	<b>Estimated Sq. Ft.</b>	<b>Mtg Rms</b>	<b>Kitchen Yes/No</b>	<b>No. of Staff Restrooms (1 Toilet per Restroom)</b>	<b>No. of Public Restrooms</b>	<b>Total Stalls Men's Public RRs</b>	<b>Total Stalls Women's Public RRs</b>	<b>Trash Recept. Inside Bldg.</b>	<b>Trash Recept. &amp; Urns Entry Way</b>	<b>Trash Recept Back Door</b>	<b>Big Trash Bins Black</b>	<b>Recycling Bins Blue</b>	<b>Elevator</b>	<b>Type of Flooring By Estimated Percentages</b>
Allied Garden/Benjamin	6,900	1	1 for staff	1	2	1	1	17	2	0	3	1 large, 1 small	No	70% carpet, 15% linoleum, 15% ceramic tiles
Balboa	5,092	0	1 for staff	1	2	1	1	15	0	0	3	2 large	No	60 % carpet, 30% linoleum, 5% sports flooring, 5% ceramic tiles
Carmel Mountain Ranch	13,102	1	1 for staff	1	2	1	2	12	2 +1urn	0	4	2 large, 1 small	No	70%carpet, 15 % sports flooring, 15% concrete
Carmel Valley	13,050	1	1 for staff, 1 in mtg. rm	1	2	1+2 urinals	3	29	2	1	3	3 large	No	92% carpet, 5% wood, 3% linoleum
City Hts/Weingart	14,850	2	1 for staff, 1 in mtg. rm	1	5	4	6	10	1 urn	0	0	0	Yes	90% carpet, 9.9 % stone tiles, .1% linoleum
Performance Annex,	2,500	0	no	0	0			2	0	0	0	0	No	Performance Annex - 100% wood
Performance Annex Office	2,300	0	no	0	2	1+1 urinal	2	2	0	0	0	1 small	No	Performance Annex Office - 100% carpet
Clairemont	4,437	0	1 for staff	1	2	1	1	11	1	0	2	2 large, 2 small	No	65% carpet, 30 % tile, 5% restroom tiles
College-Rolando	15,222	1	1 for staff, 1 in mtg. rm	1	2	2 + 2urinals	4	12	2	2	2	1 large, 4 small	No	65% carpet, 1% tile, 15% vinyl, 19% colored concrete; some inlaid stones
Kensington	2,318	0	1 for staff	0	2	1	1	9	0	0	2	2 large, 1 small	No	90% carpet, 1% vinyl, 9 % regular tiles
La Jolla/Riford	25,000	2	2 for staff	1	3	1+1 urinal	4	40	1	0	6	4 large, 1 small	Yes	80% carpet, 15% ceramic tile, 5% vinyl
Linda Vista	10,000	1	1 for staff	1	2	1	2	12	2	0	5	2 large, 2 small	No	70% carpet, 30% cement
Logan Heights	25,000	1	1 for staff, 1 in mtg. rm	1	6	4 + 4urinals	6	31	1	1	1	1 large, 10 small	Yes	74% carpet, 8% tile, 14% vinyl, 4% wood
Malcolm X	26,042	4	1 for staff, 1 in mtg. rm	1	4	3+2 urinal	9	35	3+2 urns	0	7	2 large, 4 small	Yes	90% carpet, 10% black cement
Mira Mesa	20,278	2	1 for staff, 1 in mtg. rm	1	2	2+2 urinals	4	44	2+2 urns	1	6	1 large	No	75% carpet, 23 % cement, 2% tiles
Mission Hills	15,000	1	1 for staff	1	3	2	4	12	0	0	6	4 large	Yes	80% carpet, 1% ceramic tiles, 10% vinyl tile, 9% luxury vinyl tiles
Mission Valley	19,760	3	1 for staff, 1 in mtg. rm	1	2	1+2 urinals	3	30	1+1 urn	1	0	0	Yes	93% carpet, 1% bathroom tiles, 5% linoleum, 1% rubber tile
Mtn View/Beckwourth	8,000	1	1 for staff	1	2	2	2	15	2	0	2	1 large , 2 small	No	90% carpet, 9% vct, 1% ceramic tiles
North Clairemont	5,136	1	1 for staff	1	2	1	1	9	1	0	2	3 large	No	95% carpet, 5% bathroom tiles
North Park	8,000	0	1 for staff	1	2	1	1	20	1	0	4	4 large	No	85% carpet, 10%linoleum, 5% rubber tiles
North Univ Community	16,088	1	1 for staff, 1 in mtg. rm	1	2	2 + 2urinals	4	31	1	1		13 small	No	72% carpet, 14% tile, 14% vinyl
Oak Park	5,200	0	1 for staff	1	2	1	1	9	1	0	4	3 large, 1 small	No	95% carpet, 5% bathrooms tiles
Ocean Beach	4,579	0	1 for staff	1	2	1	1	9	1	1	2	2 large 1 small	No	80% carpet, ,15% vct, bathrooms – 5% regular tiles
Otay Mesa	15,000	1	1 meeting	1	4	2+3 urinals	7	17	1	1		4 large, 5 small	No	64% carpet, 19% tile, 11% vinyl, 6% wood
Pacific Beach/Taylor	12,484	1	1 for staff, 1 in mtg. rm	1	2	1+1 urinal	2	18	2+2 urns	0	0	4 large, 4 small	No	98% carpet, 2% cement
Paradise Hills	3,875	0	1 for staff	1	2	1	1	8	0	0	1	1 large	No	98% carpet, 2% restrooms tiles
Point Loma/Hervey	25,116	5	1 for staff, 1 in mtg. rm	1	6	4+1 urinal	5		3+1 urn	0	4	4 large, 2 small	Yes	80% carpet, 15% ceramic tiles, 5% vinyl.
Rancho Bernardo*	22,950	2	1 for staff, 1 in mtg. rm	1	3	1+2 urinal	3	54	2+1 urn	0	0	0	No	98% carpet, 1% cement, 1% linoleum
Rancho Peñasquitos	20,650	1	1 for staff, 1 in mtg. rm	1	2	2+3 urinals	6	33	3+2urns	1	5	2 large, 3 small	No	98% carpet,2% terra cota tiles
San Carlos	8,200	1	1 for staff	1	2	1+1 urinal	1	12	1	0	8	2 large, 1 small	No	99% carpet, 1% linoleum
San Ysidro	15,000	0	1 for staff	1	2	1	1	17	1	0	0	0	No	90% carpet, 10% regular tiles
Scripps Miramar Ranch	21,700	2	1 for staff, 1 kitchen used for cooking classes	1	5	5+4 urinals	7	31	2 + 1urn	0	2	2	No	90% carpet, 5% regular tiles, 5% terra cota
Serra Mesa-Kearny	15,626	1	1 for staff, 1 in mtg. rm	1	2	2 + 2urinals	3	23	4	2		5 small	No	80% carpet, 13% tile, 7% vinyl
Skyline Hills	15,000	1	1 for staff, 1 in mtg. rm	1	2	2	4	13	1	0	6	4 large	No	85% carpet, 2% stained concrete, 13% luxury vinyl tiles
Tierrasanta	8,766	1	1 for staff, 1 in mtg. rm	1	2	1+1 urinal	2	10	0	0	3		No	75% carpet, 5% ceramic tile,20% vinyl tiles
Univ. Community	10,000	1	1 for staff, 1 in mtg. rm	1	2	1	1	22	1	0	3	3 large, 1 small	No	98% carpet, 2% restrooms tiles
Univ. Heights**	3,749	0	1 for staff	1	2	1	1	8	0	0	4	1 small	No	85% carpet, 2% restrooms tiles

\* Rancho Bernardo includes the upstairs offices of the Police Department and Community Service Center.

\*\*Univ. Heights includes basement offices of Friends of Library.

### **Exhibit I – List of San Diego Public Library branches open on Sundays**

The following branches are scheduled to open on Sundays, starting tentatively on **Sunday, April 16<sup>th</sup>, 2023**. Sunday hours will be from 1:00 PM to 5:00 PM.

1. **Central Library** (330 Park Blvd., San Diego, CA 92101)
2. **City Heights/Weingart Branch Library** (3795 Fairmount Ave. San Diego, CA 92105)
3. **Carmel Valley Branch Library** (3919 Townsgate Dr. San Diego, CA 92130)
4. **La Jolla/Riford Branch Library** (7555 Draper Ave. La Jolla, CA 92037)
5. **Logan Heights Branch Library** (567 S. 28th St. San Diego, CA 92113)
6. **Mission Valley Branch Library** (2123 Fenton Pkwy. San Diego, CA 92108)
7. **Mira Mesa Branch Library** (8405 New Salem St. San Diego, CA 92126)
8. **North University Community Branch Library** (8820 Judicial Dr. San Diego, CA 92122)
9. **Otay Mesa-Nestor Branch Library** (3003 Coronado Ave. San Diego, CA 92154)
10. **Pacific Beach/Taylor Branch Library** (4275 Cass St. San Diego, CA 92109)
11. **Point Loma/Hervey Branch Library** (3701 Voltaire St. San Diego, CA 92107)
12. **Rancho Bernardo Branch Library** (17110 Bernardo Center Dr. San Diego, CA 92128)
13. **Serra Mesa-Kearny Mesa Branch Library** (9005 Aero Dr. San Diego, CA 92123)
14. **Valencia Park/Malcolm X Branch Library** (5148 Market St. San Diego, CA 92114)

\*Sunday operating hours are subject to change and additional branch libraries may be added to this lineup

## COVID-19 VACCINATION ORDINANCE

### CONTRACTOR INFORMATION

Company Name:	
Company Address:	
Company Contact Name:	Contact Phone:

### CONTRACT INFORMATION

Contract Number (if none, purchase order number):	Start Date:
Contract Title (or description):	End Date:

### TERMS OF COMPLIANCE

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

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

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

### CONTRACTOR CERTIFICATION

By signing, I \_\_\_\_\_, who is an authorized signatory of contractor \_\_\_\_\_, certify under penalty of perjury under the laws of the State of California, compliance with the City's Mandatory COVID-19 Vaccination Policy.

Name of Signatory	Title of Signatory
Signature	Date

### FOR OFFICIAL CITY USE ONLY

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

**ATTACHMENT 2**

**TRAINING CERTIFICATION FOR JANITORIAL PERSONNEL**

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

I certify that the employee named below have received the following training and have been provided the necessary safety equipment as required by CAL OSHA, Title 8, Sections 3203, 1926.59, and 5193.

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

_____ Employee Name	_____ Facility Assigned
_____ Employee Name	_____ Facility Assigned
_____ Employee Name	_____ Facility Assigned
_____ Employee Name	_____ Facility Assigned
_____ Employee Name	_____ Facility Assigned
_____ <b>Signature</b> [Authorized Company Representative]	_____ <b>Date</b>
_____ <b>Printed Name</b>	_____ <b>Title</b>



Branch Location: \_\_\_\_\_

# Janitor's Cleaning Daily Checklist

Attachment 3 revised

Week Ending Date: \_\_\_\_\_

<b>Partial Days:</b> M, W, F, SAT <b>Full Days:</b> SUN, T, TH	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Notes of Issues:</u>
Clean Restrooms, Locker Rooms & Showers								
Refill Dispensers: Paper Towels, Soap, Toilet Paper & Seat Covers								
Clean Drinking Fountains/Water Dispensers								
Clean Kitchen Area / Break Room-Including Microwave Ovens								
Damp Mop & Disinfect All Hard Surface Flooring Areas (i.e. Hallways, Lobbies, Restrooms, Lockers, Kitchens, etc.)								
Replace Light Bulbs (up to 12ft)								
Empty & Clean All Wastebaskets, Trash Receptacles, & Ash Urns								
Pick Up Litter, Trash & Garbage								
Sweep/Dust & Mop Floors								
Vacuum Carpeted Floors & Rugs								
Dust Including, but not limited to, Books & Book Shelves								
Clean Glass, Mirrors & Metal Handrails								

<b>Reviewer's Initials:</b>								
-----------------------------	--	--	--	--	--	--	--	--

Form Completed by: \_\_\_\_\_

Branch Location: \_\_\_\_\_

# Janitor's Cleaning Weekly and Monthly Checklist

Weekly Tasks Week Ending Date: _____	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Notes of Issues:</u>
Community Rooms: Damp Mop Floors, including moving/replacing furniture								
Vacuum & Clean Fabric Seat Cushions								
Maintain Floor Drains								
Move Trash, Recycle Bins & Dump in Recycling Dumpsters								
Clean Walls, Door Frames, Jambs & Light Switches								
Buff Tiles, Vinyl & Hardwood Floors								
Clean Concrete, Rubber Tile & Sports Floors								
Clean Tables, Chairs & Countertops								
Clean Patios								
Elevators - Vacuum & Clean (as applicable)								

Monthly Tasks Date Performed: _____	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Notes of Issues:</u>
Clean All Window Blinds								
Dust Air Diffusers, Grills, Vents, and Filter Houses								

<b>Reviewer's Initials:</b>								
-----------------------------	--	--	--	--	--	--	--	--

Form Completed by: \_\_\_\_\_