



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 10005550-10-L

REQUEST FOR BID

Closing Date: April 5, 2010
@ 3:00 pm P.S.T.

Subject: Furnish the City of San Diego with Janitorial Maintenance Service at Various San Diego Police Department Facilities

Timeline: As may be required for a period of two (2) years from date of award, with options to renew for three (3) additional one (1) year periods, in accordance with the attached specifications.

Note: Recommended Pre-Bid Conference – See Page 12 for Details.

Company _____

Name _____

[PRINT OR TYPE]

Federal Tax I.D. No. _____

Street Address _____

Signature* _____

City _____

Title _____

State _____ Zip Code _____

Date _____

Tel. No. _____ Fax No. _____

***Authorized Signature:** The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.

E-Mail _____

If your firm is not located in California, are you authorized to collect California sales tax? _____ Yes _____ No

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

If Yes, under what Permit # _____

Cash discount terms _____ % _____ days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

City of San Diego Business Tax License #: _____

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) All bidders must complete and submit the Vendor Registration Form with their bid.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

LISA HOFFMANN, CPPB/b19, Procurement Specialist

Phone: (619) 236-6096

Fax: (619) 533-3229

E-mail: LHoffmann@sandiego.gov

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I. PRICING PAGE

SCHEDULE A - SAN DIEGO POLICE DEPARTMENT STORE FRONTS/TRAINING ROOM

Section 1: East San Diego Store Front/Museum

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
52	EA	Daily Service: One (1) day a week to be determined, between the hours of 8:00 a.m. and 5:00 p.m., as specified	\$ /Day	\$ /Year

Section 2: Multi-Cultural Store Front

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
52	EA	Daily Service: One (1) day a week to be determined, between the hours of 8:00 a.m. and 5:00 p.m., as specified.	\$ /Day	\$ /Year

Section 3: Scripps Mesa Store Front

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
52	EA	Daily Service: One (1) day a week to be determined, between the hours of 8:00 a.m. and 5:00 p.m., as specified.	\$ /Day	\$ /Year

Section 4: Beach and Bay Store Front

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
52	EA	Daily Service: One (1) day a week to be determined, between the hours of 8:00 a.m. and 5:00 p.m., as specified.	\$ /Day	\$ /Year

Section 5: Peninsula Store Front

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
52	EA	Daily Service: One (1) day a week to be determined, between the hours of 8:00 a.m. and 5:00 p.m., as specified.	\$ /Day	\$ /Year

Section 6: Balboa Park Store Front

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
52	EA	Daily Service: One (1) day a week to be determined, between the hours of 8:00 a.m. and 5:00 p.m., as specified.	\$ /Day	\$ /Year

Section 7: NTC Training Room

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
52	EA	Daily Service: One (1) day a week, Tuesday after 3:30 p.m., as specified.	\$ /Day	\$ /Year

Section 8: Extra Cleaning Services

Estimated Frequency	U/M	Description	Hourly Cost	Annual Cost
10	HR	Extra Cleaning Services.	\$ /Hour	\$ /Year

Section 9: One-Time Cleaning Tasks

Estimated Sq. Ft.	U/M	Description	Cost per Square Foot	One (1) Time Cost *
10,000	EA	One-Time Strip, Wax, and Buff Tile and Vinyl Flooring, specified.	\$ /Sq. Ft.	\$

The aforementioned task shall be performed as required and at the discretion of the City. There is no obligation on the part of the City to have this task performed. The City has the discretion of 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.

* One (1) Time Cost = Estimated Sq. Ft. X Cost per Square Foot

TOTAL SCHEDULE A, (SECTIONS 1-9): \$_____

SCHEDULE B - SAN DIEGO POLICE DEPARTMENT STATIONS/FACILITIES

Section 1: Eastern Area Station

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
250	EA	Daily Service: Five (5) days a week, Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m., as specified.	\$ /Day	\$ /Year

Section 2: Traffic Division

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
250	EA	Daily Service: Five (5) days a week, Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m., as specified.	\$ /Day	\$ /Year

Section 3: Forensics Unit Vehicle Processing Facility

Item No.	Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
1.	52	EA	Daily Service: One (1) day a week, Monday, between the hours of 8:00 a.m. and 10:00 a.m., as specified.	\$ /Day	\$ /Year
2.	1	EA	Initial One Time Cleaning to include the following tasks: Sweep entire floor of building using mechanical floor cleaner/scrubber, clean entire floor of all debris, oil, grease, vehicle fluids and other containments.		\$ One Time Cost

Section 4: Air Support Unit

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
250	EA	Daily Service: Five (5) days a week, Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m., as specified.	\$ /Day	\$ /Year

Section 5: Canine Facility

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
250	EA	Daily Service: Five (5) days a week, Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m., as specified.	\$ /Day	\$ /Year

Section 6: Western Area Station

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
250	EA	Daily Service: Five (5) days a week, Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m., as specified.	\$ /Day	\$ /Year

Section 7: Mid-City Area Station

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
250	EA	Daily Service: Five (5) days a week, Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m., as specified.	\$ /Day	\$ /Year

Section 8: Police Pistol Range

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
250	EA	Daily Service: Five (5) days a week, Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m., as specified.	\$ /Day	\$ /Year

Section 9: Central Area Station

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
250	EA	Daily Service: Five (5) days a week, Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m., as specified.	\$ /Day	\$ /Year

Section 10: Vehicle Maintenance Facility

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
250	EA	Daily Service: Five (5) days a week, Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m., as specified.	\$ /Day	\$ /Year

Section 11: Southeastern Area Station

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
250	EA	Daily Service: Five (5) days a week, Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m., as specified.	\$ /Day	\$ /Year

Section 12: Southern Area Station

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
250	EA	Daily Service: Five (5) days a week, Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m., as specified.	\$ /Day	\$ /Year

Section 13: Northern Area Station

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
250	EA	Daily Service: Five (5) days a week, Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m., as specified.	\$ /Day	\$ /Year

Section 14: Northeastern Area Station

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
250	EA	Daily Service: Five (5) days a week, Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m., as specified.	\$ /Day	\$ /Year

Section 15: Northwestern Area Station

Estimated Frequency	U/M	Description	Unit Cost	Annual Cost
250	EA	Daily Service: Five (5) days a week, Monday through Friday, between the hours of 6:00 a.m. and 10:00 p.m., as specified.	\$ /Day	\$ /Year

Section 16: Extra Cleaning Services

Estimated Frequency	U/M	Description	Hourly Cost	Annual Cost
20	HR	Extra Cleaning Services.	\$ /Hour	\$ /Year

Section 17: Call Back Services

Estimated Annual Frequency	U/M	Description	Hourly Cost	Annual Cost
10	HR	Call Back Services.	\$ /Hour	\$ /Year

Section 18: One-Time Cleaning Tasks

Estimated Sq. Ft.	U/M	Description	Cost per Square Foot	One (1) Time Cost*
10,000	EA	One-Time Strip, Wax, and Buff Tile and Vinyl Flooring, specified.	\$ /Sq.Ft.	\$

The aforementioned task shall be performed as required and at the discretion of the City. There is no obligation on the part of the City to have this task performed. The City has the discretion of 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.

*One (1) Time Cost = Estimated Sq. Ft. X Cost per Square Foot

TOTAL SCHEDULE B, (SECTIONS 1-18): \$ _____

TOTAL ANNUAL COST SCHEDULES A-B: \$ _____

II. SPECIFIC PROVISIONS

A. RECOMMENDED PRE-BID CONFERENCE AND SITE INSPECTION

All Bidders are strongly encouraged to attend the pre-bid conference and site inspection. The pre-bid conference will be held at Eastern Division, 9225 Aero Drive, San Diego, CA 92123 on Tuesday, March 23, 2010 at 8:30 a.m.

The site inspection will follow the pre-bid conference at the various sites listed below and is the only opportunity for Bidders to walk the sites with the Contract Administrator. Allow approximately 3 hours for the pre-bid conference and site inspection.

1. Eastern Area Station located at 9225 Aero Drive, San Diego, CA 92123.
2. Traffic Division located at 9265 Aero Drive, San Diego, CA 92123.
3. Air Support Unit (San Diego Police Hanger at Montgomery Field) located at 4141 Kearny Villa Road, San Diego, CA 92123.
4. East San Diego Police Department Store Front/Museum located at 4710 College Avenue, San Diego, CA 92115.

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

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

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that he has not solely relied upon City furnished information regarding site conditions in preparing and submitting a bid.

B. QUESTIONS AND COMMENTS

Questions and comments regarding this bid must be submitted to the Procurement Specialist, Lisa Hoffmann by e-mail to LHoffmann@sandiego.gov , no later than 5:00 p.m. on Tuesday, March 23, 2010.

C. PRICING

Prices quoted shall include all costs required to perform and complete the service as specified in this contract, to include but not be limited to labor, cleaning materials (as required), travel, transportation, cleaning equipment, overhead and administrative cost, etc.

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

D. AWARD

Contract shall be awarded as a lot or by Schedule to the responsive and responsible bidder whose bid conforms to the solicitation and is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to bidder's qualifications, experience performing work of comparable size and scope, references, staffing availability, available equipment, the operational requirements of the City, and any other factors which are in the City's best interest.

E. CONTRACT PERIOD

The initial contract shall be for a period of two (2) years with options to renew for three (3) additional one (1) year periods.

Total bid price shall be for one (1) year only.

F. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and one (1) copy of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid may be cause for the bid to be rejected as non-responsive.

- a. Contractor Standards (as specified in Section II, paragraph U).

- b. Bidder's Statement of Experience and References (as specified in Section III, item 1).
- c. Bidder's Statement of Available Equipment (as specified in Section III, item 1).
- d. Bidder's Statement of Financial Responsibility (as specified in Section III, item 1).
- e. Contractor Information Form (use form in Forms Section).
- f. Contractor/Vendor Registration (use form in Forms Section).
- g. Work Force Report (use form in Forms Section).
- h. Acknowledgement of Living Wage Ordinance (use form in Forms Section).
- i. Drug-Free Workplace (use form in Forms Section).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance Requirements as specified in City of San Diego General Provisions, Section II, paragraph H, if not currently on file.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.
- c. Business Tax License as specified in Section II, paragraph S, if not currently on file.

4. SUBMITTALS REQUIRED PRIOR TO COMMENCEMENT OF WORK

- a. Names of all Staff assigned to Contract (as specified in Section II, paragraph K).
- b. Training Certification for Janitorial Personnel (use form in Forms Section).

G. OPTION TO RENEW

After the initial two (2) year contract period, the City reserves the option to renew the contract up to three (3) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days of the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Contractor an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

The City will not grant an option, if the contractor requests a price increase which exceeds the average percentage variant for the previous twelve months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If a price increase is requested, the bidder must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

H. INSURANCE REQUIREMENTS

Insurance. The winning Bidder/Proposer shall not begin any work under the Contract resulting from this solicitation until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Bidder/Proposer's liabilities, including but not limited to Bidder/Proposer's indemnity obligations, under the Contract resulting from this solicitation, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Contract resulting from this solicitation and Bidder/Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this solicitation may be treated as a material breach of contract by the City. The Bidder/Proposer shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this solicitation.

Deductibles. All deductibles on any policy shall be the responsibility of the Bidder/Proposer and shall be disclosed to the City at the time the evidence of insurance is provided.

Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by the Contract resulting from this solicitation or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The 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 Eligible Surplus Lines Insurers (LESLI 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.

Reservation of Rights. The City reserves the right, from time to time, to review the Bidder/Proposer’s insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Bidder/Proposer for the cost of the additional premium for any coverage requested by the City in excess of that required by the Contract resulting from this solicitation without overhead, profit, or any other markup.

Additional Insurance. The Bidder/Proposer may obtain additional insurance not required by the Contract resulting from this solicitation.

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

Types of Insurance. At all times during the term of the Contract resulting from this solicitation, the Bidder/Proposer shall maintain insurance coverage as follows:

1. **Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 (one million) per occurrence and subject to an annual aggregate of \$2,000,000.00 (two million). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Bidder/Proposer's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

2. **Commercial Automobile Liability.** For all of the Bidder/Proposer's automobiles including owned, hired and non-owned automobiles, the Bidder/Proposer shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 (one million) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Bidder/Proposer.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

3. **Workers' Compensation.** For all of the Bidder/Proposer's employees who are subject to the Contract resulting from this solicitation and to the extent required by the applicable state or federal law, the Bidder/Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1,000,000.00 (one million) of employers' liability coverage, and the Bidder/Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

Worker's Compensation and Employer's Liability Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

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

I. QUALITY ASSURANCE MEETINGS

Contractor may be required to schedule at least one (1) meeting with City's Contract Administrator to discuss Contractor's performance. This meeting should be scheduled no later than eight (8) weeks from date of commencement of work. At this meeting, City's Contract Administrator will provide Contractor with feedback and will note any deficiencies in contract performance and provide Contractor with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Contractor's performance.

J. SQUARE FOOTAGES LISTED

All square footages are approximate. Contractor is responsible for verifying square footage.

K. BACKGROUND CHECK

Prior to award of contract, all staff assigned to this contract must pass a background check administered by the San Diego Police Department. No employee will be permitted in any police facility until they have passed the background check and have been issued a photo identification card. Failure to pass the background check is cause for the bid to be rejected as non-responsive. The San Diego's Police Department's decision in this matter will be final.

Within seven (7) days of provisional award, the Contractor must provide the Contract Administrator with the names of all staff to be assigned to this contract. Janitorial personnel with outstanding wants or warrants will not be accepted unless wants and warrants are cleared. Janitorial personnel with felony records will not be accepted. Upon passing the background check, each employee will be provided a photographic identification card which shall be displayed on their outer clothing at all times while the employee is in any police facility. Photo identification cards are the property of the City and must be returned to the Police Department upon termination of the employee or expiration of the contract.

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

L. CONTRACT MODIFICATIONS

At any time during the contract, the City reserves the right to increase or decrease task frequencies for sites to be maintained under the provisions of this contract at the one-time cost for tasks in effect at the time of such action. The City also reserves the right to add or delete sites as it deems necessary, and to modify tasks as required.

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

M. ENFORCEMENT OF CONTRACT

The failure of either party to insist upon strict performance of any term of this contract shall not be construed as a waiver of any such term.

N. SUSPENSION OF WORK

The Purchasing Agent unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City.

O. CITY WORK RULES

Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations. Contractor shall acquaint itself with conditions at the work site so as not to interfere with City operations. Contractor shall not stop, delay, or interfere with City work schedule without the prior approval of the Contract Administrator.

P. COOPERATION AND TRANSITION

Contractor shall cooperate with the City at the expiration of the Contract and the incumbent Contractor in order to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.

Q. DISPLACED JANITOR OPPORTUNITY ACT

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

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

R. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated January 3, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid.

S. BUSINESS TAX LICENSE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

T. LIVING WAGE

Effective January 1, 2010, any contract awarded from this solicitation is subject to the City of San Diego's Living Wage Ordinance [LWO], Chapter 2, Article 2, Division 42 of the San Diego Municipal Code [SDMC]. Provisions of the LWO include requirements for Contractors and subcontractors to pay specified rates and provide compensated and uncompensated days off for covered employees. Full text of the LWO and Rules Implementing the Living Wage Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Living Wage Program at (619) 236-6682.

LWO wage and health benefit rates are adjusted annually in accordance with SDMC §22,220(b) to reflect the Consumer Price Index. Any contract awarded from this solicitation must include this upward adjustment of pay rates to covered employees on July 1 of each year.

U. CONTRACTOR STANDARDS

This bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Bidders are required to complete the Contractor Standards Pledge of Compliance included in this Request for Bid (use form in Forms Section). The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

III. SPECIFICATIONS

A. CONTRACTOR'S RESPONSIBILITIES

1. Experience/Qualifications

The Bidder is required to have been in business doing work of a similar size and nature for a minimum of a three (3) year period from the Bid Opening Date of this contract. The Bidder shall provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

Bidders must also demonstrate that they are properly equipped to perform the work of this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

- a. Bidder's Statement of Experience and References (use form in Forms Section).
- b. Bidder's Statement of Available Equipment (use form in Forms Section).
- c. Bidder's Statement of Financial Responsibility (use form in Forms Section).

The City reserves the right to reject any bid when, in its sole opinion; the Bidder cannot perform the contract in accordance with specifications contained herein.

2. Staffing

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

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

a. Supervision

The Contractor shall have a minimum of one (1) qualified supervisor on site at all times work is being performed to provide the necessary supervision and to ensure work is completed as specified in this contract. The Contractor shall provide adequate supervision to ensure work is completed as specified in this contract. This may be a working supervisor. Prior to start of contract, the Contractor shall notify the Contract Administrator of the name of the supervisor assigned to each site. Any changes in supervision shall be submitted in writing to the Contract Administrator prior to commencement of work. Failure of the Contractor to notify the Contract Administrator of such changes may result in termination of the contract. The Contractor shall also be responsible for ensuring that the new supervisor understands the

requirements of this contract and shall schedule a meeting with the Contract Administrator and the new supervisor prior to commencement of work.

b. Uniforms

Janitorial staff shall work in neat and clean uniforms. The Contractor will furnish their employees with a shirt, or some other type of upper body wear, bearing the company's identification. Appropriate uniform shall be worn at all times, including personnel who are being trained. Failure to do so may result in termination of contract.

c. Training

Janitorial staff shall be trained on safety requirements to include MSDS Training, Blood Born Pathogen Training, Personal Protective Equipment Training, and Injury/Illness Program Training as required by CAL OSHA, Title 8, Sections 3203, 1926.59, and 5193. Janitorial staff shall be trained in the proper use of green cleaning techniques and products. The Contractor is required to provide certification that janitorial personnel assigned to the contract have received this training. This certification must be submitted to the Contract Administrator prior to the commencement of the contract (use form in Form section). For new employees being assigned to this contract, the required certification must be provided to the Contract Administrator prior to the commencement of duties. All training shall be provided at the sole expense of the Contractor.

d. Certification

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

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

e. Removal of Employee

The Contract Administrator may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of San Diego.

Janitors will also be temporarily removed in the event a sexual harassment complaint is filed against them. If allegations are determined to be unfounded following a complete investigation by the Contractor and the City, the janitor removed may return to work on a City contract. However, if the allegations are determined to be founded, the janitor will be considered permanently barred from work on any City contract.

f. Communication Skills

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

3. Materials and Cleaning Equipment

a. Contractor Furnished Supplies and Cleaning Equipment

The Contractor shall be responsible for furnishing the equipment required for performing specified tasks, unless otherwise noted. All materials shall be top quality by industry standards. All vacuum cleaners shall be power lifting, silent, commercial grade with micro filters.

It is the intent for the City to provide all required cleaning chemicals with the exception of the chemicals required to perform Task #16, Section V, "Strip, Wax and Buff Tile and Vinyl Flooring". All Contractor provided chemicals shall be certified as green within one of the certifications by product category listed below. If a cleaner is not available in one of the following product categories, then the least hazardous product that performs effectively shall be used. Additional required green certified product categories and/or certifications may be added by the City as they are developed. All products shall be pre-approved by the Contract Administrator.

- i. Green Seal GS-37 for general purpose, bathroom, glass, and carpet cleaners;
- ii. Green Seal GS-40 for industrial and institutional floor care products;
- iii. Environmental Choice CCD-110 for cleaning and degreasing compounds;
- iv. Environmental Choice CCD-115 for odor control additives;
- v. Environmental Choice CCD-146 for hard surface cleaners;
- vi. Environmental Choice CCD-147 for hard floor care;
- vii. Environmental Choice CCD-148 for carpet and upholstery care; and
- viii. EPA Design for the Environment

b. City Furnished Supplies

It is the intent for the City to provide all required cleaning chemicals (with the exception of the chemicals required to perform Task #16, Section V, "Strip, Wax and Buff Tile and Vinyl Flooring") and day-to-day janitorial supplies, such as but not limited to, trash liners, paper towels, deodorizers, liquid or powdered hand soap, toilet paper, seat covers and shower curtains, unless otherwise notified by the Contract Administrator during the term of this contract.

The Contract Administrator will initiate the necessary Stores Requisition when notified by the Contractor that the supplies need to be replenished. The Contractor will be required to pick up the supplies Monday through Friday, at the designated City store room.

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

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

Keys, security access cards and employee identification badges supplied to the Contractor shall not be shared or loaned out to others. They must be retained by authorized janitorial personnel to whom they were issued. Failure to abide by these security regulations is a breach in security and may be grounds for removal of the employee from any/all City janitorial maintenance service contracts. Repeated violations of these security regulations by a Contractor's employees may be grounds for termination of this contract.

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

All keys, security access cards, and employee identification badges are the property of the City and shall be returned upon completion of the contract. If the Contractor fails to return the keys immediately upon completion or termination of the contract, the Contractor shall pay the City for the cost of re-keying the locks. Such costs may be retained from the final payment.

5. Janitorial Staff Reporting Procedures

Janitorial personnel, including all supervisors conducting inspections, shall sign in upon reporting for work and shall sign out prior to leaving work on a log provided by the Contract Administrator. Janitorial personnel are to sign in and out based on actual arrival and departure times versus scheduled times. Supervisors shall write "Supervisor" beside their name. The City has no obligation to pay for services if the log is not properly completed. The log will be kept in a designated area identified by the Contract Administrator.

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

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

6. Contractor Response Time

A company representative, authorized to discuss matters related to this contract, must be available during normal business hours, between 6:30 a.m. and 5:00 p.m., Monday through Friday. Contractors must be able to be reached via cell phone, email, and facsimile. Such services must be active at time of award.

a. Emergency Calls

A supervisor or manager shall respond to emergency telephone calls within fifteen (15) minutes of the call being placed. All actions required to resolve the emergency shall be completed within four (4) hours. Emergency calls are defined as those where the Contract Administrator 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 deductions and/or termination of the contract.

b. Non-Emergency Calls

A supervisor or manager shall respond to non emergency calls, fax messages, or e-mails within one (1) hour. All actions required to resolve the non emergency issue(s) or deficiencies must be completed by the next business day unless otherwise directed by the Contract Administrator. Failure to respond and/or take appropriate corrective action within the time frame specified may result in deductions and/or termination of contract.

7. Storm Water Pollution Preventive Regulations

All Contractors shall comply with San Diego Municipal Code Section 43.0301, Storm Water Management Discharge Control, and any and all 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.

8. Safety Requirements

All work performed under this contract will be performed in such a manner as to provide maximum safety to the public and employees, and shall comply with all safety provisions and regulations. The Contractor is responsible for abiding by all CAL/OSHA requirements, including the labeling of containers. Contractors who have ten (10) or more employees shall have an injury/illness program as required by OSHA. The Contract Administrator reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.

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

Personal Protective Equipment (PPE) shall be supplied by the Contractor for janitorial staff and properly used at all times.

9. Material Safety Data Sheets (MSDS)

The Contractor is responsible for ensuring that copies of all MSDS are available at the work site. When the Contractor picks up City provided chemicals from the City store room to be used on this contract, they shall pick up a copy of the MSDS for their work site.

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

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

10. Janitor's Closet

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

11. Security Precautions

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

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

12. Site Inspection Upon Commencement and Turnover of Contract

- a. Within five (5) days upon commencement of contract, the Contractor will inspect contract sites with the Contract Administrator to determine if the sites are in compliance with the specifications. If deficiencies are identified, the Contract Administrator may authorize, in writing, a mutually agreed upon one (1) time payment to the Contractor to correct the deficiencies. If work is authorized, the Contractor will bring the sites into compliance with the contract specifications and thereafter maintain them at that level.
- b. Prior to the end of the contract period, the Contract Administrator will inspect the contract sites with the current Contractor to ensure that sites are turned over at the end of the contract period in a condition that conforms to the contract specifications. Any deficiencies found in the specified maintenance level will be noted and presented to the current Contractor in writing. All deficiencies noted will be corrected by the end of the contract period. The City will be the sole judge as to what constitutes a deficiency.
- c. If the current Contractor fails to correct the noted deficiencies and turns over the contract sites in an unacceptable condition, as determined by the Contract Administrator, the City will authorize work to bring the site into compliance with the specifications. All costs incurred by the City to correct deficiencies will be deducted from the current Contractor's final payment. The City will be the sole judge as to what constitutes a reasonable cost for work authorized.

13. Compliance with the Law

The Contractor shall comply with all applicable Federal, State of California, County and City of San Diego laws and regulations.

14. Subcontractors

This contract does not allow for subcontractors.

15. Damages

Janitorial personnel will immediately report any damages, defects, leaks, power outages, or any other problems or irregularities to the Contract Administrator or designee. All other non-emergency issues, such as supply shortages, can be reported the following day.

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence of said Contractor or Contractor's employees in connection with the performance of this work.

16. Harmony

Contractor shall be entirely responsible for working in harmony with all others on the work site (i.e. City staff and Contractor's staff) when Contractor is working on City premises.

B. QUALITY OF WORK/INSPECTIONS

The Contractor shall provide quality janitorial services of areas specified herein. All work shall be performed in accordance with the best Industry Standard and all facilities shall be kept clean and maintained in accordance with the Cleaning Standards specified throughout the contract period.

1. Inspections by Contractor

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

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

2. Inspections by City's Contract Administrator

Regular inspections shall be conducted by the City's Contract Administrator or designee. Any performance deficiencies shall be noted on the Janitor's Cleaning Checklists (see attached form) and left in the designated area. A copy will also be faxed to the Contractor.

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

C. TERMINATION FOR DEFAULT

In the event the contractor fails to meet the specifications of the contract, the City may at its discretion, declare the Contractor in default and terminate the contract in accordance with Paragraph G, item 2, of the City of San Diego General Provisions dated 01/03/2005.

D. TERMINATION FOR CONVENIENCE

The Purchasing Agent, by written 30 day notice, may terminate this Contract, in whole or in part, when it is in the best interest of the City. Contractor shall be compensated in accordance with audible costs for services or products provided prior to notification of termination.

E. INVOICING PROCEDURES

The Contractor shall be paid monthly, in arrears, for work performed satisfactorily. Duplicate invoices shall be submitted by the 10th of the following month. The invoice shall clearly state the monthly cost and any authorized extra cleaning services for each section. The monthly cost shall be as stated on the current Pricing Agreement. Other tasks shall be billed in the month completed. For extra cleaning services, a copy of the written authorization shall be attached to the invoice. Failure to do so will result in payment being withheld for such services.

Billing shall be in accordance with the current Pricing Agreement, allowing for City approved adjustments if any. Invoices shall be submitted to the Contract Administrator or designee, at the address specified on the Purchase Order(s).

F. 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 within the time specified. Such deductions shall not prevent the City from proceeding with termination of the contract in accordance with Paragraph G, item 2, "Termination for Default" of the General Provisions.

When the City determines that negligence on the part of the Contractor results in excessive use or waste of water, the estimated cost of this water shall be deducted from invoices submitted by the Contractor.

The City may also withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Overpayment of invoices.
2. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of claims.
3. Repairs required as a result of Contractor's negligence to include labor, materials, and equipment.

IV. JANITORIAL SERVICE REQUIREMENTS

A. LOCATION AND FACILITY DESCRIPTION

Janitorial service shall be provided for various Police Facilities, Store Fronts and Stations as noted below. Work shall not be performed on City observed holidays.

There are currently ten (10) City observed holidays:

New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Janitorial service shall be completed between the hours listed on the pricing pages. All schedule changes must be submitted in writing and authorized by the Contract Administrator. Failure to do so may result in nonpayment of services performed.

Schedule A: San Diego Police Department Store Fronts/Training Room:

Schedule A	Location	Facility Description
Section 1:	East San Diego Store Front/Museum 4710 College Avenue San Diego, CA 92115	Approximate 3,000 sq. ft. Sq. Footage: 1 Restroom: 3 toilets & 4 sinks 1 Break Room: 1 sink, 1 microwave, tables, chairs, countertop Flooring: All carpeted excluding Restroom and Break Room which are vinyl
Section 2:	Multi-Cultural Store Front 5348 University Avenue San Diego, CA 92123	Approximate 4,646 sq. ft. Sq. Footage: 2 Restrooms: 2 toilets & 3 sinks 1 Break Room: 1 sink, 1 microwave, 1 toaster oven, tables, chairs, countertop Flooring: All carpeted excluding Restrooms and Break Room which are vinyl Drinking Fountain: 1

Section 3:	Scripps Mesa Store Front 8450 Mira Mesa Boulevard San Diego, CA 92126	Approximate Sq. Footage: 1,424 sq. ft. 1 Restroom: 1 toilet & 2 sinks 1 Break Room: 1 sink, 1 microwave, tables, chairs, countertop Flooring: All carpeted excluding Restroom and Break Room which are vinyl
Section 4:	Beach and Bay Store Front 4439 Olney Street San Diego, CA 92109	Approximate Sq. Footage: 4,200 sq. ft. 2 Restrooms: 2 toilets & 3 sinks 1 Break Room: 1 sink, 1 microwave, tables, chairs, countertop Flooring: All carpeted excluding Reception area, Restrooms and Break Room which are vinyl Drinking Fountain: 1
Section 5:	Peninsula Store Front 3750 Sports Area Boulevard, Suite 3 San Diego, CA 92110	Approximate Sq. Footage: 800 sq. ft. 1 Restroom: 1 toilet & 1 sink Flooring: All carpeted excluding restroom which is vinyl
Section 6:	Balboa Park Store Front 1549 Prado San Diego, CA 92101	Approximate Sq. Footage: 400 sq. ft. 1 Restroom: 1 toilet & 1 sink Flooring: All Hardwood

Section 7:	Naval Training Center (NTC) Training Room North Harbor Drive at McCain Road, Building No. 479 San Diego, CA	Approximate Sq. Footage: 2,500 sq. ft. 2 Restrooms: 10 toilets, 5 urinals, 10 sinks Flooring: All vinyl and training mats
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Schedule B: San Diego Police Department Stations/Facilities:

Section 1: Eastern Area Station, 9225 Aero Drive, San Diego, CA 92123

Approximate Square Footage:	16,175 sq. ft.
Garage Area Square Footage:	250 sq. ft., includes 1 restroom and 1 office
3 Restrooms:	12 toilets, 5 urinals, 13 sinks
Showers/Locker Rooms:	2 Locker Rooms, 7 showers
Drinking Fountains:	3
Weight Room:	Yes. Flooring is interlocking rubber tile. Damp mop only. Approximately 350 sq. ft.
Kitchen Area:	Yes
Patio:	Yes
Parking Lot:	Empty approximately 6-8 Trash Cans
Flooring:	Carpet: 8,575 sq. ft. VCT: 5,650 sq. ft. Ceramic: 1,700 sq. ft.

Section 2: Traffic Division, 9265 Aero Drive, San Diego, CA 92123

Approximate Square Footage:	17,280 sq. ft.
Garage Area:	None
3 Restrooms:	12 toilets, 5 urinals, 13 sink
Showers/Locker Rooms:	2 Locker Rooms, 7 showers

Drinking Fountains:	3
Weight Room:	Yes. Flooring is interlocking rubber tile. Damp mop only. (Approximately 400 sq. ft.)
Kitchen Area:	Yes
Patio:	Yes
Parking Lot:	Empty approximately 6-8 Trash Cans
Flooring:	Carpet: 8,640 sq. ft. Tile: 8,640 sq. ft.

Section 3: Forensics Unit Vehicle Processing Facility, 9265 Aero Drive, San Diego, CA 92123

Approximate Square Footage:	8,000 sq. ft.
Description:	Warehouse building
Flooring:	Concrete

The following tasks will be performed:

- Empty trash cans
- Sweep areas of facility used since last cleaning
- Mop areas of floor containing residue from vehicle processing with water-based solvents or cleaners capable of removing oil, transmission fluids, radiator fluids, biological hazards, and fingerprint powder
- Clean sink
- Clean desktops

Section 4: Air Support Unit, (San Diego Police Department Hangar at Montgomery Field), 4141 Kearny Villa Road, San Diego, CA 92123

Approximate Square Footage:	5,000 sq. ft. including 3,800 sq. ft. of concrete which shall be swept, and 1,200 sq. ft. consisting of 3 offices
3 Restrooms	3 toilets, 3 sinks

Section 5: Canine Facility, 4240 Federal Boulevard, San Diego, CA 92102

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

Section 6: Western Area Station, 5215 Gaines Street, San Diego, CA 92110

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

Section 7: Mid-City Area Station, 4310 Landis Street, San Diego, CA 92105

Approximate Square Footage:	22,320 sq. ft.; 2 story facility includes 1 stairwell and 1 elevator as cleanable area
Garage Area Square Footage:	200 sq. ft., includes 1 restroom and 1 office
3 Restrooms:	12 toilets, 5 urinals, 13 sinks
Showers/Locker Rooms:	2 Locker Rooms, 7 showers

Drinking Fountains:	2
Weight Room:	Yes. Flooring is interlocking rubber tile. Damp mop only. (Approximately 795 sq. ft.)
Kitchen Area:	Yes
Parking Lot:	Empty approximately 6-8 Trash Cans
Flooring:	Carpet: 10,636 sq. ft. VCT: 10,284 sq. ft. Ceramic: 1,200 sq. ft.

Section 8: Police Pistol Range, 4008 Federal Boulevard, San Diego, CA 92102

Approximate Square Footage:	3,800 sq. ft.
3 Restrooms:	4 toilets, 1 urinal, 2 sinks. Concrete floors and walls
Showers/Locker Rooms:	None
Drinking Fountains:	1
Weight Room:	None
Kitchen Area:	Not included
Patio:	Not included
Flooring:	All vinyl except for Range Master's office which is approximately 357 carpeted sq. ft.

Section 9: Central Area Station, 2501 Imperial Avenue, San Diego, CA 92102

Approximate Square Footage:	23,050 sq. ft.; 2 story facility includes 1 stairwell and 1 elevator as cleanable area
Garage Area:	None
3 Restrooms:	12 toilets, 5 urinals, 13 sinks
Showers/Locker Rooms:	2 Locker Rooms, 7 showers
Drinking Fountains:	2
Weight Room:	Yes. Flooring is interlocking rubber tile. Damp mop only. (Approximately 950 sq. ft.)

Kitchen Area:	Yes
Patio:	Yes
Parking Lot	Empty approximately 6-8 Trash Cans
Flooring:	Carpet: 7,286 sq. ft. VCT: 13,264 sq. ft. Ceramic: 2,500 sq. ft.

Section 10: Vehicle Maintenance Facility, 3940 Federal Boulevard, San Diego, CA 92102

Approximate Square Footage:	15,970 sq. ft; 2 story facility includes 2 stairwells, and 1 elevator as cleanable area, upstairs is approximately 15,120 sq. ft. and includes Training/Conference Rooms, Kitchen, Offices, and Administration Area; downstairs is approximately 850 cleanable sq. ft. located in the garage and includes 2 Bathrooms and 2 Offices. The remainder of the downstairs is a Vehicle Repair Area and does not get janitorial service.
Garage Area	Empty approximately 50 trash cans of various sizes
3 Restrooms:	4 toilets, 3 urinals, 4 sinks (1 Unisex Restroom upstairs, 1 Unisex and 1 Men's Restroom downstairs).
Locker Room/Showers:	1 Men's Locker Room (2 showers, 3 sinks, 3 urinals, 4 toilets); 1 Women's Locker Room (1 shower, 2 sinks, 2 toilets).
Drinking Fountains:	1 (upstairs)
Weight Room:	None
Kitchen Area:	Yes
Patio:	None
Approximate Flooring:	Carpet: 700 sq. ft. administration area Ceramic: 300 sq. ft. restrooms VCT: All other areas

Section 11: Southeastern Area Station, 7222 Skyline Drive, San Diego, CA 92114

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

Section 12: Southern Area Station, 1120 27th Street, San Diego, CA 92154

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

Section 13: Northern Area Station, 4275 Eastgate Mall, San Diego, CA 92037

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

Section 14: Northeastern Area Station, 13396 Salmon River Road, San Diego, CA 92129

Approximate Square Footage:	16,175 sq. ft.
Garage Area Square Footage:	250 sq. ft., includes 1 restroom and 1 office
3 Restrooms:	12 toilets, 5 urinals, 13 sinks
Showers/Locker Rooms:	2 Locker Rooms, 7 showers
Drinking Fountains:	2
Weight Room:	Yes. Flooring is interlocking rubber tile. Damp mop only. (Approximately 350 sq. ft.)
Kitchen Area:	Yes
Patio:	Yes
Parking Lot	Empty approximately 6-8 Trash Cans
Flooring:	Carpet: 8,575 sq. ft. VCT: 5,650 sq. ft. Ceramic: 1,700 sq. ft.

Section 15: Northwestern Area Station, 12592 El Camino Real, San Diego, CA 92129

Approximate Square Footage:	20,592 sq. ft.
Garage Area Square Footage:	4,667 sq. ft., includes 2 toilets, 2 sinks, 1 utility sink and 1 office
4 Restrooms:	13 toilets, 5 urinals, 13 sinks
Showers/Locker Rooms:	2 Locker Rooms, 5 showers
Drinking Fountains:	2
Weight Room:	Yes. Flooring is interlocking rubber tile. Damp mop only. (Approximately 350 sq. ft.)
Kitchen Area:	Yes.
Parking Lot	Empty approximately 6-8 Trash Cans
Flooring:	Carpet: 8,575 sq. ft. VCT: 5,650 sq. ft. Ceramic: 1,700 sq. ft.

B. CONTRACT ADMINISTRATOR

The Contract Administrator for this contract is Rita Castillo, or designee at:

- Telephone No.: (619) 525-8450;
- Email: racastillo@pd.sandiego.gov

C. CALL BACK SERVICES

The Contractor shall provide call back services, twenty-four (24) hours a day, seven (7) days a week, which are defined as emergency clean-up service, which may include but not be limited to fecal matter, urine, vomit, and other body fluids in the facilities. These services will be required to be performed on an emergency basis, within one (1) hour of notification of the Contractor by the City.

D. EXTRA CLEANING SERVICES

The Contractor may be called upon to provide extra cleaning service under this contract. **No extra services, however, shall be performed without specific written authorization and instructions from the Contract Administrator.** Any additional services performed without written authorization shall be considered unauthorized and shall not obligate the City to pay for such services. Extra cleaning services shall

be listed separately on invoices and a copy of the written authorization must be attached. No travel time shall be charged.

V. STATEMENT OF TASKS AND CLEANING STANDARDS

All tasks shall be performed in accordance with the Cleaning Standards stated within these specifications.

The following standards are intended to indicate the acceptable minimum level of service as indicated in these specifications.

Daily Tasks

1. Sweep/Dust Mop Floors

Remove dirt on all non-carpeted flooring to include stairways, stairway landings and areas under chairs, tables, and desks by one (1) or more of the following:

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

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

2. Damp Mop Floors

Damp mop and disinfect in restrooms, locker rooms, and kitchens (damp mop only in all other areas) vinyl, tile, linoleum, concrete floor, and other types of floor covering excluding carpet, hardwood and sports flooring. Remove spots, stains, and spills.

Remove all spots, stains, or spills as part of normal floor care. Special attention will be given to all corners, edges, nooks, and baseboards to prevent the accumulation of soil, lint, or other material.

3. Vacuum Carpeted Floors and Rugs

Vacuum carpets and rugs to remove dirt. Vacuum cleaning will 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.

- A pile lifter vacuum shall be used.

The vacuum cleaner must use filters that prevent dust from entering the air and shall meet noise standards.

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

4. Dust

Dust desks, tables, chairs, file cabinets, shelving, light fixtures, lockers, moldings, ledges, switches, door frames and jambs, window sills, partitions, and any surface that accumulates dust. Dusting of furniture will include chair legs, table legs, frames, and bases. Dusting will be performed using a cloth and/or by vacuuming. Dusting will be performed in a manner to maintain the facility in a dustless condition and free of surface spots, stains, and/or marks.

All cobwebs shall be removed.

5. Empty Recycling Bins/Flatten Cardboard Boxes and Dump in Recycling Dumpsters

Contractor shall flatten all cardboard boxes and place in designated recycling bins/or recycling dumpsters. Contractor shall empty the recycling bins into the designated recycling dumpster(s).

City staff is responsible for emptying the recycling containers located at their work stations into the recycling bins or other designated recycling containers.

6. Empty and Clean All Wastebaskets, Trash Receptacles, and Ash Urns

Empty wastebaskets, trash receptacles, ashtrays, butt cans, and sand urns inside facility and outside entrance. All receptacles will be washed, as necessary, to maintain these items in a stain-free and odor-free condition. Trash receptacles are to be lined with plastic bags. All trash bags are to be placed in designated dumpster. The sand in sand urns shall be sifted quarterly or as needed.

7. Clean Restrooms, Locker Rooms, Showers

Restrooms, locker rooms, and showers will be maintained in a clean, disinfected, and sanitized manner using pre-approved cleaning agents and/or disinfectants.

Walls, wall partitions, shower curtains, flooring, floor seams, cracks, grout edges, wainscoting, etc., and fixtures including sinks, toilets, urinals, water closets, and lavatories will be washed/scrubbed with quality materials using techniques which will remove and prevent soil buildup, formation or encrustation, or stains, under lids, ledges, sills or rims. All metal fixtures will be polished.

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

8. Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers

The Contractor is responsible for refilling all dispensers. The Contractor will provide timely notice to staff when supplies need to be replenished.

9. Clean Drinking Fountains/Water Dispensers

Drinking fountains/water dispensers are to be cleaned and sanitized to remove all spots, marks and stains.

10. Clean Kitchen Area / Break Room Including Microwave Ovens

Kitchen area / break room is to be cleaned and sanitized including sinks and countertops. All spots, marks, and stains are to be removed; tables and chairs shall be cleaned and straightened. Clean microwave, interior and exterior, removing all food remains, splatters, spills and smudges and toaster oven, as applicable.

11. Pick-Up Litter

Pick-up and dispose of all litter, trash, garbage, and foreign objects found in the interior of the facility, patios and walkways. Pick-up and dispose of trash from trash cans located in the parking lots.

12. Clean Weight Room

Weight room will be maintained in a clean, disinfected, and sanitized manner using pre-approved cleaning agents and/or disinfectants. Wipe down and clean all workout equipment with disinfectant.

13. Clean Walls, Door Frames/Jambs, Light Switches, etc

As needed, clean walls, doors, door frames/jambs, partitions, light switches, ledges, wood and metal work shall be cleaned to remove dust, dirt, spots, stains, hand marks, and any other marks or scuffs.

14. Clean Mirrors

All mirrors shall be washed/cleaned and shall be left clean with no fingerprints, streaks, spots or dirt film.

15. Clean Outside Patios

As needed, patios shall be swept, and tables and chairs shall be wiped down. Trash shall be emptied.

One-Time Tasks

The following task shall be performed as required and at the discretion of the City. There is no obligation on the part of the City to have this task performed. If required, work shall be authorized in writing by Contract Administrator, or designated City staff.

16. Strip, Wax, and Buff Tile and Vinyl/Tile Flooring

Work will be performed in the manner described and include removal (stripping) of accumulated traffic stains and old wax. This work is to be accomplished by thoroughly scrubbing with a machine floor scrubber using steel wool pads, basin brush or pads similar or equal to 3-M pads. Completely pick up cleaning water and follow with clear water rinse. Floor treatment shall be applied per manufacturer's instructions and buffed with a high speed buffer (minimum 1500 RPM).

JANITOR'S DAILY CLEANING CHECKLIST

Facility: _____

Date: _____

	JANITOR Initial and date each task when completed					CITY INSPECTOR Completed Satisfactorily	
	M	T	W	TH	F	YES	NO
1. Sweep/Dust Mop Floors							
2. Damp Mop Floors							
3. Vacuum Carpeted Floors and Rugs							
4. Dust							
5. Empty Recycling Bins/Flatten Cardboard Boxes and Empty into Recycling Dumpster(s)							
6. Empty and Clean All Wastebaskets, Trash Receptacles and Ash Urns							
7. Clean Restrooms, Locker Rooms, Showers							
8. Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers							
9. Clean Drinking Fountains/Water Dispensers							
10. Clean Kitchen Area Including Microwave Ovens							
11. Pick-Up Litter – from interior of facility, patios, walkways; dispose of trash from trash cans in parking lots							
12. Clean Weight Room							
13. Clean Walls, Door Frames/Jambs, Light Switches, etc., as needed							
14. Clean Glass, Mirrors							
15. Clean Outside Patios, as needed							

Date and Time Contractor notified of discrepancies: _____

Response Time (if emergency): _____

Date discrepancies satisfied: _____

Contractor's Supervisor: _____ Date: _____

Inspection conducted by: _____ Date: _____

LEGEND:

M = Monday

T = Tuesday

W = Wednesday

TH = Thursday

F = Friday

VI. FORMS

BIDDER'S STATEMENT OF EXPERIENCE AND REFERENCES – PART 1

The Bidder is required to have been in business doing work of a similar size and nature for a minimum of a three (3) year period from the Bid Opening Date of this contract. The Bidder shall provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

REFERENCES

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Type of Facility: _____

Contract Number: _____ Dates of Contract: Start _____ to _____

Annual Dollar Value of Contract: _____ Square Feet Serviced: _____

Description of Services Performed: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Type of Facility: _____

Contract Number: _____ Dates of Contract: Start _____ to _____

Annual Dollar Value of Contract: _____ Square Feet Serviced: _____

Description of Services Performed: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Type of Facility: _____

Contract Number: _____ Dates of Contract: Start _____ to _____

Annual Dollar Value of Contract: _____ Square Feet Serviced: _____

Description of Services Performed: _____

BIDDER'S STATEMENT OF EXPERIENCE AND REFERENCES – PART 2

A. Similar Experience

Please state years of experience performing work similar in scope (i.e. size and tasks) as required of this contract:

_____ years

B. Total years of experience performing janitorial service

_____ years

Please check the type of facility maintained:

_____ Office Building

_____ High-rise Office Building. Number of Floors: _____

_____ Shopping Center

_____ Retail Store

_____ Medical Offices

_____ Other (Provide brief description: _____)

Please check the services performed:

_____ Standard janitorial service (vacuuming, dusting, cleaning restrooms).

_____ Interior window cleaning.

_____ Exterior window cleaning.

_____ Carpet cleaning.

_____ Strip, wax, and buff floors.

_____ other (provide brief description: _____)

BIDDER'S STATEMENT OF AVAILABLE EQUIPMENT

The Bidder is required to list all necessary equipment to complete the work as specified. The Bidder shall state below the motive, industrial, construction and other equipment which Bidder has or will have available to perform the work under this contract prior to the commencement of the contract. The City of San Diego reserves the right to reject any bid when, in its opinion, the Bidder has not demonstrated they will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period. In instances where required equipment is not presently owned, the Bidder shall explain how the equipment will be made available prior to commencement of work.

NOTE: Add additional pages if necessary.

Equipment

Equipment Description: _____

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Bidder is required to furnish below a statement of financial responsibility, except when the bidder has previously completed contracts with the City of San Diego covering work of similar scope.

I, _____, certify that my company, _____, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: _____ Signature: _____

CONTRACTOR INFORMATION FORM

Contractor: _____

Bid Number: _____

Contract Title: _____

Contact Person: 7:00 a.m. to 3:30 p.m. _____

Phone Number: One (1) Hour Response or Less _____

Email: _____

Fax Number: _____

Pager Number: _____

Cell Phone Number: _____

Emergency Number: _____

(For non working hours including weekends and holidays)

Name if On Site Supervisor: _____

(Capable of discussing all aspects of the contract)

STAFFING:

Total Number of Janitorial Staff on Company Payroll: _____

Number of Janitors (including subcontractors) who will be servicing this contract:

- _____ Number of part-time Janitors
- _____ Number of full-time Janitors
- _____ Number of Supervisors
- _____ Number of Janitors available for coverage during absence, vacation, etc.
- _____

Print Name: _____

Signature: _____

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN WRITING TO THE CONTRACT ADMINISTRATOR.



**City of San Diego
Purchasing & Contracting Department
Contractor/Vendor Registration Form**

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:
[ID Number will be provided by City]

Firm Info:

Firm Name:
(as reported on W-9)
Firm Address:
City: State: Zip:
Phone: Fax:
Taxpayer ID: Business License:
Website:

Contact Info:

Contact Name:
Title:
Email:
Phone: Cell:

☐ **Alternate Address (if different from above) to Receive Remittance:**

Mailing Address:
City: State: Zip:

☐ **Alternate Address (if different from above) to Receive Bid/Contract Opportunities:**

Mailing Address:
City: State: Zip:

Contractor Licenses (if applicable)

License Number:		License Type:	
License Number:		License Type:	
License Number:		License Type:	

Contractor/Vendor Registration Form – Page 2

Firm Name:
(as reported on W9)

Product/Services Information:

NIGP Codes:

*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm* (51% ownership or more) *Required	☐ Male ☐ Female or	☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Limited Liability Partnership ☐ Limited Liability Corporation ☐ Joint Venture ☐ Non-Profit ☐ Governmental/Municipality/Regulatory Agency ☐ Utility

Ethnicity:

Ethnicity:

* select one from the following List of Ethnicities:

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification:

* select from the following List of Ownership Classification Codes (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDR	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
EBE	(Emerging Business Enterprise)
ELBE	(Emerging Local Business Enterprise)

Certified by an Agency? ☐ No ☐ Yes (enter Certification Number and Certifying Agency below)

Certification #: Expiration Date:

Agency:

Certification #: Expiration Date:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/236-5904



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

Section 1.01 CONTRACTOR IDENTIFICATION

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

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

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

Telephone Number: () _____ Fax Number: () _____

Name of Company CEO: _____

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

Address: _____

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

Telephone Number: () _____ Fax Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

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

Address: _____

Telephone Number: () _____ Fax Number: () _____

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of _____

(Firm Name)

_____, _____ hereby certify that information provided

(County)

(State)

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

 (Authorized Signature)

 (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

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

Grand Total All Employees

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



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

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

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

ACKNOWLEDGEMENT OF LIVING WAGE ORDINANCE

The Bidder acknowledges that they have read and based pricing with full knowledge of the City of San Diego's Living Wage Ordinance (LWO) as referenced in Section II, paragraph T.

Name (Print or Type): _____

Signature: _____

Date: _____

DRUG-FREE WORKPLACE

A. GENERAL

All City projects are now subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All bidders should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

B. DEFINITIONS

- 1) “Drug-Free Workplace” means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) “Employee” means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) “Controlled Substance” means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) “Contractor” means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

C. CITY BIDDERS REQUIREMENTS

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a Drug-Free Workplace by doing all of the following:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s organization’s workplace and specifying the actions that will be taken against employees for violations of the prohibition.
 - b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.

- (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

NOTE: The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

**THIS DOCUMENT MUST BE COMPLETED,
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD**

**DRUG-FREE WORKPLACE
BIDDER'S CERTIFICATION**

BID NUMBER:

PROJECT TITLE: _____

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for bids, and that,

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

DATE: _____

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

B. BIDDER/CONTRACTOR INFORMATION:

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

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

If Yes, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

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

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

D. **BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

☐ **Corporation** Date incorporated: ____/____/____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

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

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

☐ **Limited Liability Company** Date formed: ____/____/____ State of formation: _____

List names of members who own five percent (5%) or more of the company:

☐ **Partnership** Date formed: ____/____/____ State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: ____/____/____

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

☐ **Joint Venture** Date formed: ____/____/____

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

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?

☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

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

☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

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

☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

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

☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?

☐ Yes ☐ No

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

G. COMPLIANCE:

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

- ☐ Initial submission of *Contractor Standards Pledge of Compliance*.
☐ Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Print Name, Title

Signature

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Print Name, Title

Signature

Date

TRAINING CERTIFICATION FOR JANITORIAL PERSONNEL

Company's Name: _____

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

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

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