

AGREEMENT  
BETWEEN THE  
CITY OF SAN DIEGO



AND  
T&T JANITORIAL INC.

TO PROVIDE JANITORIAL  
SERVICES FOR 7650 MISSION  
VALLEY ROAD

## AGREEMENT

This Agreement (Agreement), is entered into by and between the City of San Diego, a municipal corporation (City), and T&T Janitorial Inc. (Contractor).

### RECITALS

- A. City wishes to retain Contractor to provide daily janitorial services for a building located at 7650 Mission Valley Road (Services) as further described in the Scope of Work, attached hereto as Exhibit A.
- B. Contractor has the expertise, experience, and personnel necessary to provide the Services.
- C. City and Contractor (collectively, the “Parties”) wish to enter into an agreement whereby City will retain Contractor to provide the Services.
- D. This Agreement meets the competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3203(b) because the Purchasing Agent has solicited written price quotations from at least five (5) potential sources.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

### ARTICLE 1 CONTRACTOR SERVICES

- 1.1 Scope of Services.** Contractor shall provide the Services to the City as described in Exhibit A, Scope of Work, which is incorporated herein by reference.
- 1.2 Contract Administrator.** The Developmental Services Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Lanny Post  
Assistant Deputy Director  
1222 1<sup>st</sup> Ave  
San Diego, CA 92101  
619-446-5102  
lrpost@sandiego.gov

**1.3 General Contract Terms and Provisions.** This Agreement incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit B.

**1.4 Submittals Required with the Agreement.** Contractor is required to submit all forms and information delineated in Exhibit C before the Agreement is executed.

## **ARTICLE 2 DURATION OF AGREEMENT**

**2.1 Term.** This Agreement's initial term begins on May 30<sup>th</sup>, 2025, and extends through November 30<sup>th</sup>, 2025. City may, in its sole discretion, extend this Agreement for two (2) additional three (3) month periods. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement and approved by the City Attorney in accordance with San Diego Charter Section 40 (Effective Date).

## **ARTICLE 3 COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for all Services rendered in accordance with this Agreement in an amount not to exceed \$150,000 for the entire term of this agreement.

## **ARTICLE 4 WAGE REQUIREMENTS**

**4.1 Wage Requirements** This Contract incorporates by reference the City's Wage Requirements, attached hereto as Exhibit D.

## **ARTICLE 5 CONTRACT DOCUMENTS**

**5.1 Contract Documents.** This Agreement including its exhibits and attachments completely describes the goods and services to be provided.

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

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

CONTRACTOR  
T&T Janitorial Inc.

By:   
\_\_\_\_\_  
Name: Tam Doan  
Title: President  
Date: 05/06/2025

CITY OF SAN DIEGO  
A Municipal Corporation

By:   
\_\_\_\_\_  
Name: Claudia C. Abarca  
Title: Director, Purchasing & Contracting  
Date: 05/14/2025

Approved as to form this 15 day of  
May, 2025.  
HEATHER FERBERT, City Attorney

By:   
\_\_\_\_\_  
Deputy City Attorney  
Noah J. Brazier  
Print Name

## **EXHIBIT A**

### **SCOPE OF WORK**

**A. BACKGROUND.** The City is seeking a contractor to provide complete janitorial maintenance service for a building located at 7650 Mission Valley Road, San Diego, CA 92108.

Contractors are advised to note the conditions and challenges the site poses so that they can fully respond to the requirements. The building may have challenging architectural design, materials, and surfaces relative to janitorial maintenance service. For a facility description, refer to Attachment C.

**B. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE INSPECTIONS.** Proposers are required to attend the mandatory pre-proposal conference and the mandatory site inspection at 7650 Mission Valley Road, San Diego, CA 92108. Failure to attend the mandatory pre-proposal conference and mandatory site inspection shall cause a proposer's complete proposal submittal to be rejected as non-responsive.

- 1. Mandatory Site Inspections.** The mandatory site inspection will begin on April 8, 2025, at 10:00 a.m. at 7650 Mission Valley Road, San Diego, CA 92108 and will follow the pre-proposal conference.
  - 1.1.** Proposers are responsible for inspecting the work site to verify site conditions and the 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 a lack of knowledge of the sites.
  - 1.2.** By submitting a proposal, Proposer acknowledges that they are relying on their own examination of the work site and have the capability to fulfill the contract requirements; and are knowledgeable of all other data and matters requisite to the fulfillment of the contract.
  - 1.3.** The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the Proposer to the extent such independent investigation of site conditions is deemed necessary or desirable by the Proposer. Proposer acknowledges that they have not solely relied upon City furnished information regarding site conditions in preparing and submitting a proposal.

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

Janitorial maintenance personnel with outstanding warrants will not be accepted unless wants and warrants are cleared. Janitorial maintenance personnel with felony records

will not be accepted. The City's decision in this matter will be final.

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

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

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

#### **D. CONTRACTOR'S RESPONSIBILITIES.**

- 1. Staffing.** The Contractor shall furnish adequate supervisory and working personnel capable of completing all work required under this solicitation as scheduled and to the satisfaction of the Technical Representative or designee.

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

- 2. Uniforms.** Janitorial staff, including supervisors, shall work in distinguishing neat and clean uniforms provided by the Contractor. All uniforms shall be cleaned and maintained by the Contractor. At a minimum, the Contractor will furnish their employees with a shirt, or some other type of upper body wear, in a common color bearing the company's identification. The uniform shall also consist of proper footwear that fully covers the foot. Sandals and flip-flops are unacceptable footwear. Long pants shall be worn on each work shift. Shorts and cut-offs are unacceptable. Contractor's employees must look professional and have proper personal hygiene. An appropriate uniform shall be worn at all times, including personnel who are being trained. Failure to do so may result in termination of the contract.
- 3. Training.** Prior to the start of work on this contract, Contractor shall contact the Technical Representative(s) or designee(s) to obtain a copy of the Safety Data Sheet (SDS) for City-provided chemicals and shall train their janitorial staff on the SDS safety requirements for all chemicals used for this contract (including any City-provided chemicals), Blood Born Pathogens, Personal Protective Equipment, and Injury/Illness Program as required by CAL OSHA, Title 8, Sections 3203, 1926.59, and 5193. Contractor is required to provide certification that janitorial personnel

assigned to the contract have received this training.

Certification must be submitted to the Technical Representative or designee after award of this contract but prior to commencing work (see Attachment B for form to use). Failure of the Contractor to provide the City with the required training certification, found in Attachment B, for a particular employee shall be cause for immediate removal of the employee from this contract and may be cause for termination of the contract.

For new employees being assigned to this contract, the required certification, found in attachment B, must be provided to the Technical Representative or designee prior to the commencement of duties. All training shall be provided at the sole expense of the Contractor. The City reserves the right to require retraining at the Contractor's expense, as determined by the City.

#### **4. Cleaning Supplies, Chemicals and Equipment.**

**4.1. City Furnished Supplies.** The City shall provide the following janitorial supplies required on this contract: trash liners, paper towels, deodorizers, liquid and powdered hand soap, toilet paper, seat covers and shower curtains and cleaning chemicals such as window and surface cleaners.

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

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

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

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

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

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

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

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

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

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

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

7. **Contractor Response Time.** A Contractor representative authorized to discuss matters related to this contract must be available between 7:00 a.m. and 5:00 p.m., Monday through Friday. Contractor must be available via cell phone, and/or email during these designated times.

- 7.1. **Emergency Cleaning Services.** The Contractor shall provide emergency cleaning services, twenty-four (24) hours a day, seven (7) days a week. Emergency cleaning services may include but not be limited to cleaning of fecal matter, urine, vomit, and other body fluids in or just outside of the facilities. These services will be required to be performed on an emergency basis and a supervisor or manager from Contractor shall respond to a City Emergency Call within fifteen (15) minutes of the call being placed. All

actions required to resolve onsite emergencies shall be completed within four (4) hours and shall be charged at the "Call Back Services" rate submitted by the Contractor in the "Pricing Pages" section of Exhibit C – Required Forms. No travel time shall be charged.

Emergency Calls are defined as those where the Technical Representative or designee states an emergency exists and notifies the Contractor's office of such emergency. Failure to take appropriate corrective action for emergencies within the above time frame may result in termination of the contract.

Emergency Cleaning Services must be pre-authorized by a City employee.

- 7.2. **Non-Emergency Calls.** A supervisor or manager shall respond to non-emergency calls, or e-mails within one (1) hour of the call being placed, or the email being sent. All actions required to resolve the non-emergency issue(s) or deficiencies must be completed by the next business day unless otherwise directed by the Technical Representative or designee. Failure to respond and/or take appropriate corrective action within the time frame specified may result in termination of contract.
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.

Wet floor warning signs shall be supplied by the Contractor and properly utilized whenever a potentially hazardous floor condition exists such as when cleaning spills, buffing, damp mopping, scrubbing, stripping, and waxing. It is the Contractor's responsibility to ensure that adequate warning signs are posted, and all safety regulations are adhered to.

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

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

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

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

- 10. Environmental Management System.** Development Services Department complies with the voluntary environmental standard titled ISO 14001 Environmental Management Systems. This includes a commitment to Regulatory Compliance, Pollution Prevention, and Continual Improvement. The Contractor shall be aware of the ISO-14001 Environmental Management System while working at the site under contract and is expected to participate by following environmental regulations, keeping the site clean, waste minimization, recycling, and reporting any environmental issues or concerns to the site representative. Contract personnel working for or on behalf of the City are required to be aware of and in support of these programs and goals. Information will be provided by the contract manager on an annual basis in the form of a printed document. Documented evidence, such as a sign-in sheet, is required to ensure the awareness training has been provided.
- 11. Janitorial Closet.** Contractor will maintain Janitorial closets and rooms in a clean, disinfected, and sanitized manner including sinks, floors, and all fixtures and fittings. Contractor will properly maintain and store all cleaning materials. Contractor will empty all buckets daily.
- 12. Security Precautions.** Contractor 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 the facility is locked and that offices that are locked are returned to locked, and all alarm systems are turned on / enabled upon completion of each cleaning. Contractor will ensure offices will not be left open when not attended or when cleaning is conducted out of sight of the open office. Contractor shall maintain security during the daytime cleaning period and access to locked offices by anyone except Contractor's janitorial personnel will not be permitted.

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

**E. QUALITY OF WORK/INSPECTIONS.** The Contractor will provide quality janitorial services for the site. All work shall be performed in accordance with best Industry Standards and the facility 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 to ensure that all work is completed in accordance with the specifications of this contract. At a minimum, these inspections shall be performed by a supervisor on a weekly basis.

The Contractor shall schedule a regular monthly meeting with the Technical Representative or designee to evaluate services performed. Contractor's failure to

appear for the meeting as scheduled may be cause for termination.

2. **Inspections by City's Technical Representative or Designee.** Regular inspections shall be conducted by the City's Technical Representative or designee. Any performance deficiencies shall be noted on the Janitor's Cleaning Checklists and left in the designated area. A copy will also be emailed to the Contractor.

Deficiencies must be corrected the next business day unless otherwise directed by the Technical Representative or designee. Contractor's failure to correct deficiencies to comply with the specifications within the time specified may result in termination of the contract.

- F. **END OF CONTRACT.** Prior to the end of the contract period on this contract, the Technical Representative or designee will inspect the contract site with the Contractor to ensure that site is 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. Contractor must correct all noted deficiencies by the end of the contract period. The City will be the sole judge as to what constitutes a deficiency.

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

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

- H. **REQUIRED JANITORIAL TASKS AND CLEANING TASKS.** The following tasks are the acceptable minimum level of service Contractor must provide under this contract. These tasks are also listed on the Janitor's Checklist included as Attachment A.

1. **Daily Tasks (Full Service Day):** The following tasks (Tasks No. 1.1 – 1.13) shall be performed on the day(s) specified in the Pricing pages at each site designated in this solicitation, unless otherwise expressly noted.

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

Walls, wall partitions, shower curtains, flooring, floor seams, cracks, grout, wainscoting, etc., and fixtures including sinks, toilets, urinals, water closets, lavatories, floor sinks, and mop sinks shall be washed/scrubbed with quality materials using techniques which will remove and prevent soil buildup, formation or encrustation, or stains, under lids, ledges, sills or rims. All metal fixtures and hand grab rails will be cleaned. Tile grout shall be cleaned and scrubbed to maintain clean appearance. Toilet stall partitions and door

locks will be inspected and cleaned daily on both sides of the panels. Special attention will be given to the countertops to ensure its cleanliness. Entry door and stall door frames will be cleaned, with special emphasis around the hinges.

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

- 1.2. Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers.** Contractor shall refill all dispensers for paper towels, soap, toilet paper and toilet seat covers using City-provided material. Contractor shall provide a minimum of a one (1) week notice to the Technical Representative or designee when supplies need to be replenished.
- 1.3. Clean Drinking Fountains/Water Dispensers/Ice Maker Machines.** Contractor shall clean and sanitize drinking fountains/water dispensers/Ice Maker Machines to remove all spots, marks and stains. For sanitation purposes, Contractor shall not use the same rags, sponges, cloths, etc. to clean and sanitize the drinking fountains/water dispensers/Ice Maker Machines as those that are used to clean other areas.
- 1.4. Clean Kitchen Area/Break Room including Microwave Ovens.** Kitchen areas/break rooms shall be cleaned and sanitized including sinks, floor sinks, and countertops. All spots, marks, and stains shall be removed; tables and chairs shall be cleaned and straightened. Contractor shall clean microwave, interior and exterior, removing all food remains, splatters, spills and smudges. Contractor shall clean the interior and exterior of refrigerators (including the top) and toaster ovens (as applicable) shall be wiped clean by Janitorial staff.
- 1.5. Damp Mop and Disinfect All Hard Surface Flooring Areas.** Contractor shall damp mop and disinfect vinyl, tile, linoleum, concrete, rubber, carpet, hardwood and other types of floor covering in all public and staff areas, to include but not be limited to, hallways, lobbies, restrooms, showers, and kitchens, to remove all spots, stains, or spills as part of normal floor care.

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

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

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

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

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

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

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

Spot cleaning requires the removal of dirt, soil, debris, liquids, stains, or other foreign materials from carpeted areas which can be accomplished by cleaning only the immediately affected area where cleaning the whole area would not be necessary. Spot cleaning may be accomplished by any of the methods contained herein and as dictated by the circumstances of the soiling. Carpet spots shall consist of areas that are 12 square inches or less. Carpet spots shall be removed immediately with an approved carpet cleaning solution in such a manner that will not leave rings or discoloration.

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

**1.9. Pick-up Litter, Trash, and Garbage.** Contractor shall pick up and dispose of all litter, trash, garbage, and foreign discarded or abandoned objects found in the interior of the facility, patios, all entryways, and walkways. Contractor shall pick up and dispose of trash from the generator enclosure area, and trash cans located at the entrance and exit doors. Contractor shall pick up and dispose of trash in the areas around the facility dumpster. All trash will be placed in a designated facility dumpster.

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

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

Cardboard boxes shall be broken down and flattened before placing in recycling bins or dumpsters. All recycling receptacles shall be washed, when needed and as directed by the Technical Representative or designee, to

maintain them in a stain-free and odor-free condition.

- 1.12. **Clean Glass, Mirrors, and Metal Handrails.** Contractor, as needed, shall clean all interior glass including observation windows, display-type windows, windowsills, display cases, glass doors and adjoining panes, interior partitions, desk glass, mirrors, and metal handrails will be washed and cleaned. Glass surfaces shall be left clean with no fingerprints, streaks, spots, or dirt film. Care shall be taken in cleaning any surfaces covered with solar film to avoid any damage to the film.
- 1.13. **Clean Tables, Chairs, Countertops, and Dry Erase/Chalk Boards.** Contractor shall wipe and clean tables, chairs, countertops, and dry erase/chalk boards, as needed, to remove fingerprints, streaks, spots, dirt film and/or writing in all conference rooms and break rooms. No wax or oily polish shall be applied.

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

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

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

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

All cobwebs shall be removed.

- 2.2. **Vacuum and Clean Fabric Seat Cushions.** Contractor shall vacuum seat cushions to remove all visible dirt. Special attention shall be given to prevent the accumulation of dirt, lint, or other foreign matter. Vacuum cleaning shall also include the removal of all spots, stains, or spills as part of normal care.
- 2.3. **Sweep Storage Space.** Contractor shall remove dirt on all non-carpeted flooring in storage spaces, server rooms, mail rooms and libraries.
- 2.4. **Floor Drains.** Contractor shall maintain floor drains so that they do not smell. Contractor shall pour approximately one (1) cup of City approved disinfectant/enzyme cleaner down each restroom floor drain, as needed.
- 2.5. **Clean Walls, Door Frames, Jambs, and Light Switches.** As needed, Contractor shall clean, walls, doors, door frames/jambs, partitions, light switches, ledges, moldings, windowsills, wood and metal work, to remove dust, dirt, spots, stains, hand marks, and any other marks or scuffs.

- 2.6. **Dust Air Diffusers, Grills, Vents, and Filter Houses.** Contractor shall maintain the air diffusers, grills, and vents, including those located in restrooms to keep them clean and free of dust. These areas shall be wiped and cleaned with a damp cloth and/or vacuumed to remove dust, dirt, and debris. A ladder will be used where necessary.
- 2.7. **Clean all Window Blinds.** Contractor shall maintain the window blinds and shades to keep them free of dust, dirt, dead bugs, and dead bug spots. Contractor shall wipe them with a damp cloth or clean with the appropriate specialized hand tool.
- 2.8. **Clean Patios.** Contractor shall sweep patios and stairs, wipe down tables, chairs and exterior handrails, and empty trash.
- 2.9. **Clean Elevators.** Contractor shall vacuum carpets and carpeted walls of each elevator, or if not carpeted, contractor shall dust, sweep and mop elevator floor and wipe down elevator walls to remove dirt, debris, and litter. Contractor shall wipe down and clean all handrails, doors (including outside and inside of doors when closed), and door tracks to leave them left clean and polished with no fingerprints, streaks, spots or spills.

3. **Monthly Tasks:** The following Monthly Tasks (tasks no. 23 – 25) shall be performed once per month, unless otherwise expressly noted.
  - 3.1. **Buff Tile, Vinyl, and Hardwood Floors.** Contractor shall buff tile, vinyl, and hardwood floors which shall include the application of high grade wax, or other specified floor treatment. The application of wax or other specified floor treatment will be applied in a manner consistent with manufacturer's recommendations and/or instructions and applied with a high-speed buffer, if necessary (minimum 1500 RPM). Propane buffers are not to be used in any facility.

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

Contractor is responsible for removing and replacing all furniture.
  - 3.2. **Machine Scrub Tile and Terrazzo Floors.** Contractor shall machine scrub the tile and terrazzo floors.
  - 3.3. **Dust Exposed Ceiling Pipes.** Contractor shall dust exposed ceiling pipes at all facilities listed in this contract where applicable in offices, hallways, lobbies, and admin buildings.
4. **Optional Discretionary Tasks Requiring Written Pre-Authorization:** The following optional tasks (Tasks No. 26 – 28) shall be performed by Contractor at the discretion of the City, as directed by the Technical Representative, or designee, and only after written pre-authorization. The City is not required to pay for optional tasks performed without written pre-authorization.
  - 4.1. **Strip, Wax, and Buff Tile, Vinyl/Tile and Ceramic Flooring.** Work will be performed in the manner described and include removal (stripping) of accumulated traffic stains and old wax. This work is to be accomplished by thoroughly scrubbing with a machine floor scrubber using steel wool pads, basin brush or pads. Completely pick up cleaning water and follow with clear

water rinse. Floor treatment shall be applied per manufacturer's instructions and buffed with a high-speed buffer (minimum 1500 RPM). Propane buffers are not to be used in any facility. Contractor shall post sufficient safety signs indicating slip hazards and or wet floor when buffing, damp mopping, scrubbing, stripping and waxing.

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

Contractor is responsible for removing and replacing all furniture.

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

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

**I. SERVICE HOURS AND FACILITIES TO BE MAINTAINED.** Complete janitorial maintenance service shall be completed between the "Hours of Service" listed in the following table.

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

Facility Location	Hours of Service	Department Representative
7650 Mission Valley Road San Diego, CA 92108	Monday – Friday Nighttime janitorial services shall be completed five (5) days a week from 5:00pm-Midnight  In addition, there shall be one (1) daytime janitor assigned to this site every Wednesday from 6am-3:00pm. Daytime hours are subject to change depending on the facility's needs.	Jeffrey Wallace Phone: (619) 557-7987 Email: jjwallace@sandiego.gov

**J. CITY OBSERVED HOLIDAYS.** Janitorial maintenance service shall not be performed on City observed holidays.

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

There are eleven (11) City observed holidays, plus the Friday after Thanksgiving Day, when the janitorial maintenance service shall not be performed:

1. New Year's Day

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

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

**L. SQUARE FOOTAGES LISTED.** All square footage provided for the site location is approximate. Each Proposer is responsible for verifying actual square footage.

**M. PAYMENTS WITHHELD.** The City may withhold payment for services not performed and for unsatisfactory or substandard work not corrected to the satisfaction of the Technical Representative or designee within the time specified. Such deductions shall not prevent the City from proceeding with The City's Right to Terminate for Default of the contract in accordance with Section 4.3 (City's Right to Terminate for Default) of the General Contract Terms and Provisions revised December 18, 2017.

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

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

**O. SUBCONTRACTORS.** Contractor shall not subcontract any portion of this contract to any party without pre-authorized written approval from the Technical Representative, or designee. San Diego Municipal Code section 22.4210I, part of the City's Living Wage Ordinance, requires the Contractor to use its own employees to perform at least 50 percent of the work described in the contract.

Any subcontractors must comply with all contractual requirements, including but not

limited to background checks, uniforms and badges.

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

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

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

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

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

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

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

1. Proposer receiving award under this solicitation shall be required to attend a post award kick-off meeting within ten (10) calendar days after award of contract to be scheduled by the Technical Representative or designee.
2. The Technical Representative or designee shall communicate the date, time, location, and agenda for this meeting to proposer.

**EXHIBIT B**



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

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

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

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

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

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

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

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

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

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

## **ARTICLE III COMPENSATION**

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

**3.2 Invoices.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE V** **ADDITIONAL CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI** **INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII** **INDEMNIFICATION AND INSURANCE**

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VIII BONDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XI** **DISPUTE RESOLUTION**

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

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

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

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

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

## **ARTICLE XII** **MANDATORY ASSISTANCE**

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

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

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

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

## **ARTICLE XIII** **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT C**  
**CITY REQUIRED DOCUMENTS**

1. **Contractor Strategic Plan for Training and Staffing.** Proposers shall submit a written description of the proposed methods and a specific work plan explaining how they will provide the complete services as specified in this contract, utilizing the janitorial staff dedicated to this contract, meeting all deadlines, and utilizing the equipment proposed by Contractor to perform the contract. The plan shall provide for training, and staffing.

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

- 1.1 **Training Plan.** The training plan shall describe in detail how Contractor will train janitors and supervisors in advance of working on this solicitation, to address areas of facility orientation, cleaning methods for assigned cleaning tasks, and use of contractor-provided equipment. The training plan will address how the contractor will minimize janitorial and management staff turnover assigned to this solicitation to achieve consistent cleaning results. The training plan shall also show how the Contractor will train and ensure staff compliance with and delivery of the most current policies and practices regarding the cleaning of City facilities.
- 1.2 **Staffing Plan.** The staffing plan shall confirm the availability of all staff, and any needed reserve staff, for all aspects of related services, and shall address staff recruiting and retention. Contractor shall provide documentation of staff retention and turnover at a facility of similar scope (in scale and type and volume of services) from within the last three (3) years. The plan shall specify the total number of janitorial, management, and supervisory staff the Contractor will dedicate to the account by facility per Group and how management will retain the indicated staff to maximize the accumulation of on-site familiarity and institutional knowledge among all staff during the contract. The staffing plan shall also include names, titles, and description(s) of duties for all Managers, including the Account Manager and Supervisors performing work relative to this Contract.

2. **Statement of Qualifications and Experience.** Proposer shall submit a statement detailing the experience, qualifications and skills of the employees used to provide the services as specified in this contract.

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

- 2.1 **Organizational Chart.** Contractor shall submit a staffing or organizational chart showing staffing to be used, including the dedicated Account Manager, all supervisors who will supervise work, and all senior management who supervise the dedicated Account Manager, including all years of tenure of such.
- 2.2 **References.** Contractor must have a minimum of three (3) years of experience (in the last five (5) years) conducting work of similar type, scope, and scale at facilities as those specified in this solicitation. All references shall be provided on the Contractor Standard Pledge of Compliance, Revised April 5, 2018, paragraph F, item 7.

2.3 **Account Manager.** An Account Manager, who shall be dedicated to this Contract, and must have a minimum of two (2) years of experience (in the last five (5) years) managing and conducting work of similar type, scope, and scale as those specified in this solicitation. Contractor shall submit the resume for the dedicated Account Manager.

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

3. **Statement of Methodology.** Proposer shall submit a response to the detailed descriptions requested below.

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

- 3.1 **Activity.** Detailed explanation of all janitorial activity to be provided by the proposer. Include cleaning methods, staffing, supervision, materials consumable, man-hours, and security measures.
- 3.2 **Uniforms and Communication.** A description of proposed uniforms, employee identification methods, means of communication (cell phone, radio), emergency response.
- 3.3 **Equipment.** A detailed list of the types of cleaning equipment to be utilized in the performance of cleaning tasks.
- 3.4 **Materials.** A complete materials/consumables list (see Exhibit A, section D, item 5.1 "Contractor Furnished Supplies and Cleaning Equipment").
- 3.5 **Green Practices.** Description of green cleaning practices, and other policies and measures which indicate environmental sensitivity.
- 3.6 **Potential Challenges.** Any potential challenges related to cleaning the facilities in satisfaction of the required specifications in this solicitation shall be identified and Proposer shall provide solutions to all such anticipated challenges.

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

- 4.1 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.

5. **Pricing.** It is the City's intent to award this solicitation to a single Proposer. The

following section entitled “Pricing Pages” are to be completed in full and shall be incorporated herein.

Failure to submit complete Pricing Pages shall be cause for the proposal submittal to be deemed non-responsive.

- 5.1 Using the Pricing Pages will help ensure consistency in the price evaluation process. Any deviations from the Pricing Pages may be considered non-responsive and unacceptable. “N/A” should be used for any areas of the Pricing Pages that are not applicable. Blanks on the Pricing Pages will be interpreted as zero (0), and no price will be allowed.
- 5.2 The prices stated on the Pricing Pages shall be submitted as a flat rate for performance of all specifications in this contract; fully burdened, firm, fixed price and shall include the complete service and/or material, and be inclusive of any and all related charges and costs, including, but not limited to labor (in accordance with the City of San Diego’s Living Wage Ordinance at the Living Wage in effect on July 1, 2017), cleaning materials/supplies (as specified), equipment, travel, transportation, training, overhead, administrative costs, profit, etc. The City shall evaluate pricing for this contract solely based upon proposers submitted flat rate, as specified in the “Pricing Pages” section of this exhibit.
- 5.3 Unit prices shall be based on the unit of measure (u/m) as specified on the Pricing Pages. Any changes to the unit of measure made by the proposer may cause the item to be rejected as non-responsive.

## PRICING PAGES

ROUTINE CLEANING TASKS							
Item No.	Location	Estimated Annual Visit Frequency	Description - Tasks as Specified	Single Visit Price	Unit of Measure	Extended Annual Price	
1	Floor 1	249	Daily Tasks, two (2) days a week, Tuesday and Thursday, <i>excluding</i> City Observed Holidays, as specified.	\$ 215.00	-	Per Day	\$ 53,535 -
2	Floor 1	52	Weekly Tasks, one (1) day per week, as specified.	\$ 62.00	-	Per Week	\$ 3,224 -
3	Floor 1	12	Monthly Tasks, one (1) day per month, as specified.	\$ 260.00	-	Per Month	\$ 3,120 -
4	Floor 2	249	Daily Tasks, two (2) days a week, Tuesday and Thursday, <i>excluding</i> City Observed Holidays, as specified.	\$ 152.00	-	Per Day	\$ 37,848 -
5	Floor 2	52	Weekly Tasks, one (1) day per week, as specified.	\$ 62.00	-	Per Week	\$ 3,224 -
6	Floor 2	12	Monthly Tasks, one (1) day per month, as specified.	\$ 220.00	-	Per Month	\$ 2,640 -
<b>Sub-Total:</b>							<b>\$ 103,591 -</b>

EXTRA CLEANING TASKS						
Item No.	Location	Estimated Square Feet	Description - Tasks as Specified	Single Visit Price	Unit of Measure	Extended Annual Price
7	Floor 1	18,678	Clean Carpets: Contractor shall wet/steam clean all carpeted areas within a site/facility; or any portion based upon the fixed price per square foot.	\$ 0.08	Per Square Foot	\$ 1,494.24 -
8	Floor 2	38,239	Clean Carpets: Contractor shall wet/steam clean all carpeted areas within a site/facility; or any portion based upon the fixed price per square foot.	\$ 0.07	Per Square Foot	\$ 2,676.73 -
9	Floor 1	19,073	Strip, Wax, and Buff: Contractor shall strip, wax, and buff all tile, vinyl/tile, terrazzo, and ceramic flooring areas within a site/facility, or any portion based upon the fixed price per square foot.	\$ 0.08	Per Square Foot	\$ 1,525.84 -
10	Floor 1	768	Strip and Apply Concrete Cleaner: Contractor shall strip and apply concrete cleaner to all concrete flooring within a site/facility, or any portion within a facility based upon the fixed price per square foot.	\$ 0.50	Per Square Foot	\$ 384.00 -
						\$6,080.81
						<b>Sub-Total:</b> \$ -

CALL BACK AND EXTRA CLEANING SERVICES ONLY WITH WRITTEN PRE-AUTHORIZATION							
Item No.	Location	Estimated Annual Visit Frequency	Description - Tasks as Specified	Single Visit Price	Unit of Measure	Extended Annual Price	
11	Entire Facility	5	Call Back Services for all sites/facilities that are a part of this Group, as specified.	\$ 21.95	-	Per Hour	\$ 109.75 -
12	Entire Facility	15	Extra Cleaning Services for all sites/facilities that are a part of this Group, as specified.	\$ 21.95	-	Per Hour	\$ 329.25 -
						<b>Sub-Total:</b>	\$ 439.00 -
						<b>Total:</b>	\$ 110,110.81 -

## EXHIBIT D

### WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**B. Living Wages.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

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

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

**1.2** LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

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

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

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

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

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

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

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

**8. Exemption from Living Wage Ordinance.** Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

## STATE OF CALIFORNIA

Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS  
 Division of Labor Standards Enforcement  
 Licensing & Registration Unit  
 1515 Clay Street, Suite 1902  
 Oakland, CA 94612  
 Tel: (510) 879-8333 Fax: (510) 286-1366

MAILING ADDRESS:  
 P. O. Box 420603  
 San Francisco, CA 94142-0603



Registration Services  
*Division of Labor Standards Enforcement*

August 2019

## NOTICE

**Update to Janitorial Employer Registration Law**

*All janitorial employers, with or without employees, must register with the Labor Commissioner's Office*

All janitorial employers in California must now register with the Labor Commissioner's Office. Any person or business entity with any of the following conditions must register:

- Any person or entity that employs at least one janitorial worker, which could be as an employee, an independent contractor, or a franchisee.
- Any person or entity that has no janitorial workers but enters into a contract, subcontract, or franchise agreement for the provision of janitorial services.

To register:

- Gather the [required documents](#).
- Complete the new application or renew your existing registration [online](#) or by [mail](#).

The update to [the Property Service Workers Protection Act](#), effective June 27, 2019, expanded the definition of janitorial employer to include any person or entity that provides or engages to provide janitorial services, even if they have no employees.

Please note: Proof of valid workers' compensation coverage or proof of exemption from the requirement to maintain workers' compensation coverage is required for registration. Janitorial employers with no employees may be exempt from the requirement to maintain valid workers' compensation coverage and must provide proof of this exemption.

The law defines janitorial employers as:

*Any person or entity that employs at least one covered worker or otherwise engages by contract, subcontract, or franchise agreement for the provision of janitorial services by one or more covered workers. The term "employer" includes the term "covered successor employer," but does not include an entity that is the recipient of the janitorial services.*

A covered worker is any individual working predominantly as a janitor, whether as an employee, independent contractor, or a franchisee. The term janitor is defined in the [Service Contract Act Directory of Occupations](#) maintained by the United States Department of Labor.



### AB-2374 Displaced janitors. (2023-2024)

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AMENDED IN ASSEMBLY MAY 20, 2024

CALIFORNIA LEGISLATURE—2023–2024 REGULAR SESSION

#### ASSEMBLY BILL

NO. 2374

Introduced by Assembly Member Haney

February 12, 2024

An act to amend Sections 1060, 1061, and 1062 of the Labor Code, relating to employment.

#### LEGISLATIVE COUNSEL'S DIGEST

AB 2374, as amended, Haney. Displaced janitors.

Existing law, the Displaced Janitor Opportunity Act, requires contractors and subcontractors, as defined, that are awarded contracts or subcontracts, on and after January 1, 2002, for janitorial or building maintenance services at a particular job site or sites, to retain, for a period of 60 days, certain employees who were employed at that site by the previous contractor or subcontractor. Under the act, a "contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority. Existing law requires employees retained for that 60-day period to be offered continued employment if their performance during that 60-day period is satisfactory.

This bill would, instead, define the term "contractor" to mean any person that employs janitor employees and that enters into a service contract with the awarding authority. The bill would make related changes to various definitions used in the act.

This bill would extend the above-described timeframe for which a successor contractor or subcontractor is required to retain employees of a terminated contractor or subcontractor to 90 days. The bill would require the successor contractor or subcontractor, during the 90-day transition period, to maintain a preferential hiring list of eligible covered employees by seniority within job classifications. The bill would also require employees retained for the 90-day period to be offered continued employment if their performance during that 90-day period is satisfactory. The bill would require that offer to be contemporaneously shared with the union representing the employees, if applicable.

Among other changes, the bill would require an awarding authority that enters into contracts or subcontracts for janitorial or building services to provide written notification to ~~the union that represents the employees and the~~

~~employees both the contractor and the union, if the employees are represented by a union, within 5 days of making the decision to terminate a service contract, and contract and to post a notice in a conspicuous location at the worksite. The bill would prescribe specified elements to be included in that notification, those notices, including the termination date of the service contract. Additionally, the bill would require a successor contractor or subcontractor to maintain the same work schedules number of hours and pay the same wages and benefits as those of the prior contractor or subcontractor. The bill would further provide that a successor contractor would be bound by the collective bargaining agreement of the former contractor.~~

Existing law authorizes an employee who was not offered employment or was discharged in violation of these provisions to bring an enforcement action against a successor contractor or successor subcontractor in a court of competent jurisdiction. Existing law requires a court to award backpay to an employee if the court finds that the contractor or subcontractor has violated the act, in addition to other specified remedies.

~~The bill would also authorize a union representing janitors under the act to bring an enforcement action pursuant to these provisions. The~~

*This* bill would require a court to award treble damages for a violation, if it finds that a party's violation of the act was willful. The bill would additionally authorize the Labor Commissioner to enforce these provisions and to recover specified remedies on behalf of an aggrieved employee, including hiring and reinstatement rights. The bill would make an employer, agent of any employer, or other person who violates these provisions subject to specified civil penalties and liquidated damages, and would require the liquidated damages to be deposited into the Labor and Workforce Development Fund and paid to the employee as compensatory damages. The bill would authorize the Labor Commissioner to promulgate and enforce rules and regulations and to issue determinations and interpretations.

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

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

### **SECTION 1.** Section 1060 of the Labor Code is amended to read:

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

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

(b) "Contractor" means any person that employs janitor employees and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor, subcontractor, or in house janitorial service whose primary place of employment is in the State of California under a contract or agreement to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

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

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees, including in-house janitorial services.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

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

(h) "Union" means any union that represents janitors or maintenance workers.

### **SEC. 2.** Section 1061 of the Labor Code is amended to read:

**1061.** (a) (1) An awarding authority shall notify in writing the ~~contractor, the union that represents the employees, and the employees~~ *contractor and the union, if the employees are represented by a union*, within five days of making the decision to terminate a service contract. ~~The notice~~ *Before the service contract is terminated, the awarding authority shall also post a notice in a conspicuous location frequented by employees at the worksite within five days of making that decision to terminate. Both notices* shall specify the date the service contract shall terminate, the date the successor contractor starts, and the identity and contact information for the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the representing union and successor contractor identified by the awarding authority, the name, phone number, date of hire, and job classification of each employee currently employed at the site or sites covered by the terminated service contract.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide the name, phone number, date of hire, and job classification of each employee currently employed at the site or sites covered by the terminating service contract to the awarding authority, which shall provide that information to the successor contractor and, if the janitors are represented by a union, to that union, as soon as that successor contractor has been selected.

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

(b) (1) A successor contractor or successor subcontractor shall retain, for a 90-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. The successor contractor or successor subcontractor shall maintain the same ~~work schedules, number of hours~~, and pay the same wages and benefits as were provided by the prior contractor or prior subcontractor. The offer shall be contemporaneously shared with the union representing those employees, if applicable.

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

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

(d) During the 90-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees by seniority within job classifications, not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 90-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 90-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 90-day period is satisfactory, the successor contractor or successor

subcontractor shall offer the employee continued employment. Any employment after the 90-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

~~(g) Any successor contractor shall be bound by the collective bargaining agreement of the former contractor.~~

**SEC. 3.** Section 1062 of the Labor Code is amended to read:

**1062.** (a) (1) The Labor Commissioner may enforce this chapter, including investigating an alleged violation and ordering appropriate temporary relief to mitigate the violation pending the completion of an investigation or hearing, through the procedures set forth in Section 98.3, 98.7, 98.74, or 1197.1, including by issuing a citation against an ~~employer who violates~~ employer, an awarding authority, or both, for a violation of this section or by filing a civil action.

(2) The Labor Commissioner may recover any of the following remedies on behalf of an aggrieved employee:

(A) Hiring and reinstatement rights pursuant to this chapter.

(B) Front pay or back pay for each day during which the violation continues.

(C) The value of the benefits the employee would have received under any benefit plans.

(3) A person who violates this chapter may be subject to a civil penalty of five hundred dollars (\$500) for each employee whose rights under these provisions are violated. An additional amount payable as liquidated damages in the amount of five hundred dollars (\$500) per employee, for each day the rights of an employee under this chapter are violated and continuing until the violation is cured, not to exceed ten thousand dollars (\$10,000) per employee, which may be recovered by the Labor Commissioner, deposited into the Labor and Workforce Development Fund, and paid to the employee as compensatory damages.

(4) Citation procedures for issuing, contesting, and enforcing judgments for citations and civil penalties issued by the Labor Commissioner shall be the same as those set forth in Section 98.74 or 1197.1, as appropriate.

(5) In a civil action, the Labor Commissioner may also recover all remedies set forth in subdivision (d). In an administrative or civil action brought under this section, the Labor Commissioner or court shall award interest on all amounts due and unpaid at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code.

(b) ~~A union representing janitors~~ Janitors who have not been offered employment or who have been discharged, or an employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor, successor subcontractor, or in-house ~~provider, or the awarding authority~~ provider. Those individuals may also bring an action against the awarding authority for a violation of the awarding authority's obligations under this chapter. An action may be brought in any superior court of the State of California having jurisdiction over the ~~action~~ matter. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. Upon finding that a party's violation of this chapter was willful, the court shall award treble damages. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(c) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(d) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(e) In the absence of a claim by an employee that they were terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

(f) The remedies, penalties, and procedures provided under this section are cumulative.

(g) The Labor Commissioner may promulgate and enforce rules and regulations and issue determinations and interpretations consistent with and necessary for the implementation of this section.

**ATTACHMENT A**  
**JANITOR'S DAILY TASKS (FULL SERVICE) CLEANING CHECKLIST**

Facility: _____	JANITOR Initial and date each task when completed					CITY INSPECTOR Completed Satisfactorily								
Date Done: _____	Circle the Day of Service:					M	T	W	TH	F	SA	SU	YES	NO
<b>As specified, Exhibit A, Paragraph H, Statement of Tasks and Cleaning Standards:</b>														
1. Clean Restrooms, Locker Rooms, Showers, and Janitor Closets														
2. Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers														
3. Clean Drinking Fountains/Water Dispensers/Ice Maker Machines														
4. Clean Kitchen Area/Break Room including Microwave Ovens														
5. Damp Mop & Disinfect All Hard Surface Flooring Areas														
6. Sweep/Dust Mop Floors														
7. Vacuum Carpeted Floors and Rugs														
8. Routine Spot Clean Carpet														
9. Pick-up Litter, Trash, and Garbage														
10. Empty and Clean All Wastebaskets, Trash Receptacles, and Ash Urns														
11. Empty Recycle Containers and Bins														
12. Clean Glass, Mirrors, and Metal Handrails														
13. Clean Tables, Chairs, Countertops, and Dry Erase/Chalk Boards														

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

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

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

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

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

**LEGEND:**

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

**ATTACHMENT A (cont.)**

**JANITOR'S WEEKLY TASKS CLEANING CHECKLIST**

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

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

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

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

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

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

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

**ATTACHMENT A (cont.)**

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

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

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

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

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

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

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

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

**ATTACHMENT B**  
**TRAINING CERTIFICATION FOR JANITORIAL PERSONNEL**

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

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

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

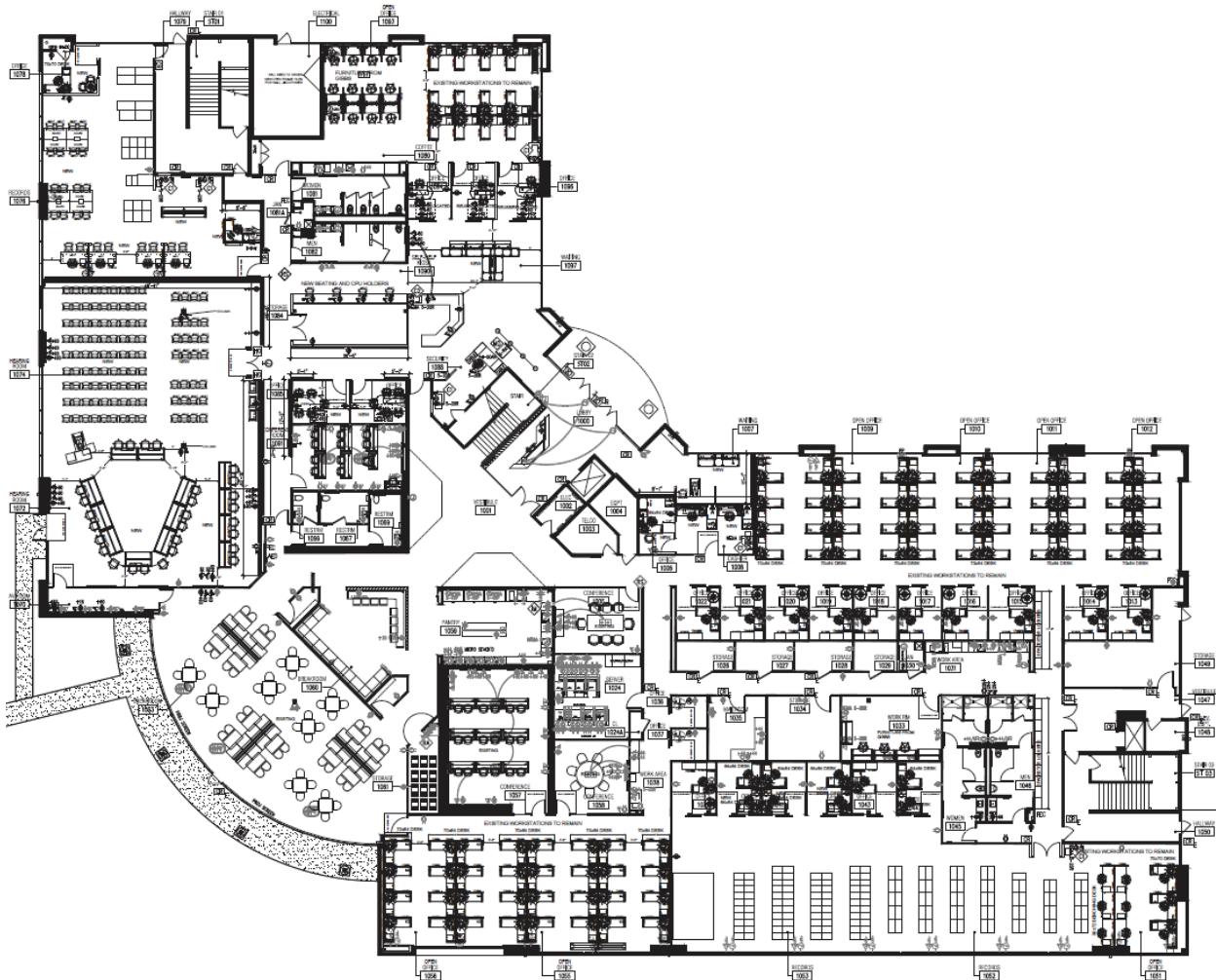
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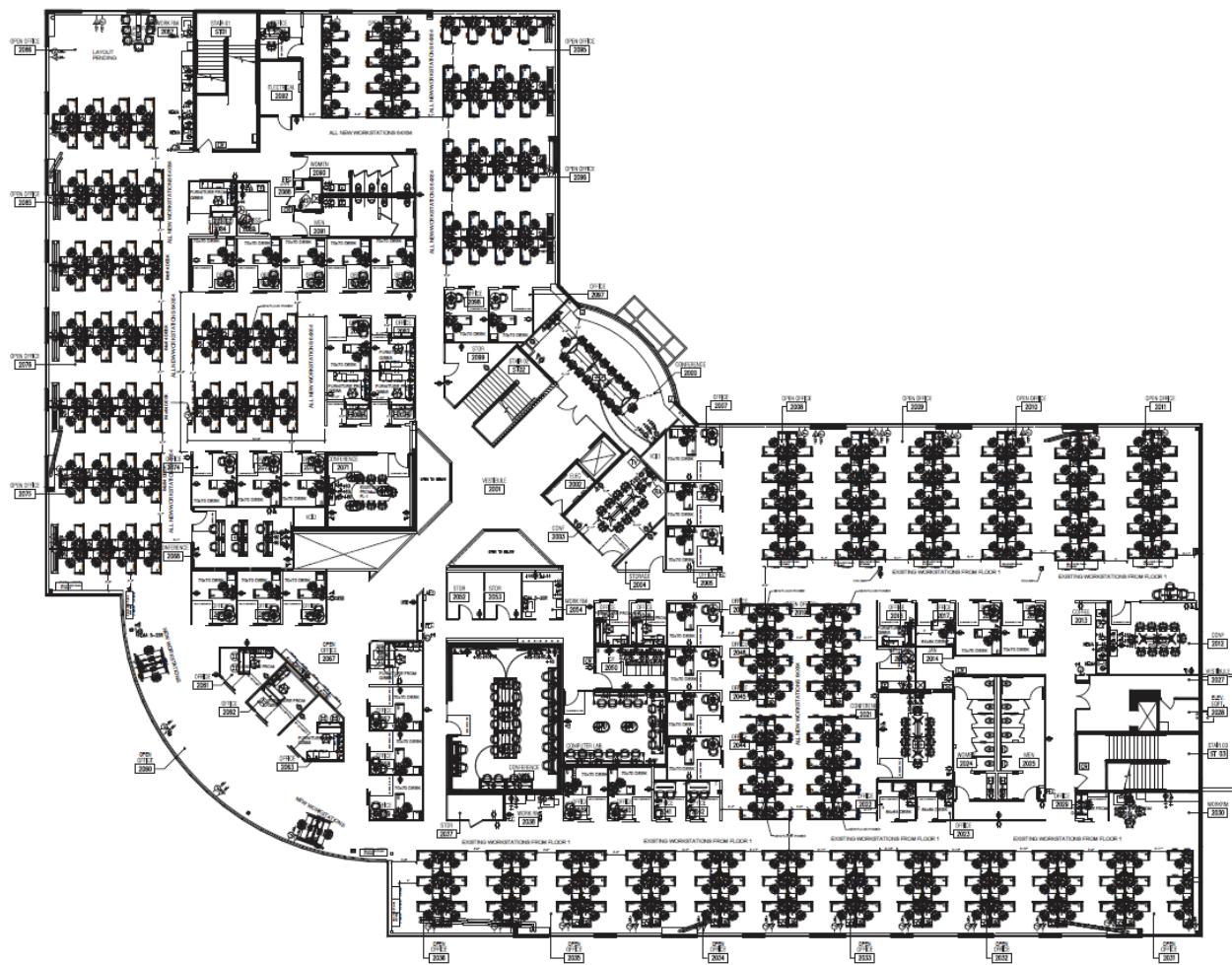
Employee Name \_\_\_\_\_ Facility Assigned \_\_\_\_\_

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

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

## ATTACHMENT C





## ATTACHMENT D - CONTRACTOR RESPONSE

T&T JANITORIAL INC

7650 MISSION VALLEY RD

### EXHIBIT C

#### CITY REQUIRED DOCUMENTS

1. **Contractor Strategic Plan for Training and Staffing.** Proposers shall submit a written description of the proposed methods and a specific work plan explaining how they will provide the complete services as specified in this contract, utilizing the janitorial staff dedicated to this contract, meeting all deadlines, and utilizing the equipment proposed by Contractor to perform the contract. The plan shall provide for training, and staffing. Failure to provide the required and/or complete information may be cause for the Proposal to be rejected as non-responsive.
  - 1.1 **Training Plan.** The training plan shall describe in detail how Contractor will Train janitors and supervisors in advance of working on this solicitation, to address areas of facility orientation, cleaning methods for assigned cleaning tasks, and use of contractor-provided equipment. The training plan will address how the contractor will minimize janitorial and management staff turnover assigned to this solicitation to achieve consistent cleaning results. The training plan shall also show how the Contractor will train and ensure staff compliance with and delivery of the most current policies and practices regarding the cleaning of City facilities.

**Answer:** Our Injury and Illness Prevention Program (IIPP) ensures it meets or exceeds stringent health and safety standards. We invest in a comprehensive training program that includes green cleaning techniques, safety protocols, proper use of equipment, and adherence to all relevant labor and security regulations, which enhances our team's performance and reliability. To support this, we provide extensive training resources such as videos, printouts, and exams, all documented and recorded. This proactive approach to training and technology usage results in significant customer benefits, including reduced costs, lower turnover, fewer injuries, minimal property damage, and decreased insurance rates.

#### Training Program Outline

T&T is dedicated to ensuring that all employees receive comprehensive training to perform their duties effectively and safely. Our training program is designed to provide new and current employees, as well as supervisors, with the knowledge and skills necessary for success in their roles. Below are the training requirements:

#### New employees:

New Hire Training – 12 hours (within 1st week of employment)  
Continuing Education – 24 hours (annual)

**Current employees:**

Continuing Education – 24 hours (annual)

**Supervisors:**

Continuing Education – 24 hours (annual)

**Benefits of Training Program:**

Our training program offers numerous benefits, including:

- Obtaining green building standards compliance
- Providing consistency in the new hire experience and training.
- Familiarizing new employees with the T&T cleaning environment
- Assisting Project Managers in identifying employees' areas of least comprehension.
- Enabling Project Managers to hold employees accountable for their training without disrupting the working relationship.
- Allowing the corporation to document and track training for every employee, track employee turnover ratio, and identify areas of improvement with higher precision.

**Training Topics**

- New products and equipment/Equipment maintenance
- Hard floor surface techniques
- Proper chemical use
- Green Cleaning – Microfiber
- Carpet cleaning techniques by an IIRCR-certified technician
- Bloodborne pathogen prevention
- Anthrax procedures
- Building emergency evacuation procedures
- Sexual harassment training

**1.2 Staffing Plan. The staffing plan shall confirm the availability of all staff, and any needed reserve staff, for all aspects of related services, and shall address staff recruiting and retention. Contractor shall provide documentation of staff retention and turnover at a facility of similar scope (in scale and type and volume of services) from within the last three (3) years. The plan shall specify the total number of janitorial, management, and supervisorial staff the Contractor will dedicate to the account by facility per Group and how management will retain the indicated staff to maximize the accumulation of on-site familiarity and institutional knowledge among all staff during the contract. The staffing plan shall also include names, titles, and description(s) of duties for all Managers, including the Account Manager and Supervisors performing work relative to this Contract.**

**Answer:** T&T Janitorial Inc. is fully prepared to support this project with a well-structured staffing plan that ensures staff availability, coverage reliability, and operational consistency. The following outlines our staffing strategy, reserve coverage, recruitment and retention practices, historical retention performance, and the management structure dedicated to this contract.

### **Scheduled Staffing Coverage**

For this project, our staffing schedule is as follows:

- Day Shift (Wednesday only):
  - 1 Janitorial Staff from 6:00 AM to 3:00 PM
- Night Shift (Monday to Friday):
  - 2 Janitorial Staff between 5:00 PM to 12:00 AM

### **Dedicated Staff**

Role	Quantity	Days	Hours
Janitor	3 total	1 on Wed (day), 2 Mon–Fri (night)	6 AM–3 PM, 5 PM– 12 AM
Project Manager	1	As needed & bi- weekly	Contract oversight, reporting, and client communication

### **Management Team – Names, Titles, and Duties**

Name	Title	Duties Relative to This Contract
Tam Doan	Project Manager	Oversees contract performance, handles client relations, ensures compliance with service standards, coordinates reporting, and provides direct oversight of supervisory staff.

### **Reserve/Backup Staffing Plan**

To guarantee uninterrupted service, T&T Janitorial maintains a standby pool of reserve employees trained specifically for this region. We currently have:

- 1 cross-trained reserve janitor available to step in during call-outs, sick leave, or other unplanned absences.
- Reserve staff are briefed regularly and kept updated on site-specific procedures to ensure seamless service coverage.

### **Recruitment & Retention Strategy**

We are committed to maintaining a stable and high-performing workforce through the following strategies:

#### Recruitment:

- Prioritize hiring from the local community to reduce commute issues and increase employee reliability.
- Conduct thorough onboarding, background checks, and site-specific training before any new hire is placed on-site.

#### **Retention:**

- Offer competitive pay, attendance bonuses, and access to benefits.
- Promote internal growth opportunities and reward top performers with recognition and advancement.
- Encourage regular feedback and maintain strong communication with all staff to foster loyalty and job satisfaction.
- Provide recurring training and support to improve skill sets and increase job satisfaction.

### **Historical Staff Retention and Turnover**

- We have maintained janitorial services at the **Bonita Branch Library**, a facility comparable in scale and service volume, for the past three years. Below is the retention data for that contract:

Facility	Contract Duration	Average Staff	Annual Retention Rate	Turnover Notes
Bonita Branch Library	2019–2023	3 staff	93%	One staff member departed due to relocation

Our ability to retain staff is a direct result of consistent supervision, a supportive work culture, and structured recognition and training programs.

### **On-Site Familiarity & Institutional Knowledge**

To ensure continuity and familiarity with the facility:

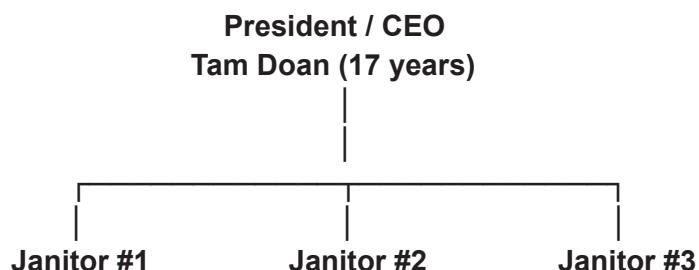
- Staff are consistently assigned to the same facility to build experience and long-term understanding of site-specific needs.
- Supervisors conduct regular walkthroughs and reviews to reinforce best practices and correct performance issues early.
- Management documents routines and workflows to ensure knowledge is shared and accessible among team members.
- New staff are trained by experienced personnel with strong familiarity of the site to ensure standards are upheld.

**2. Statement of Qualifications and Experience.** Proposer shall submit a statement detailing the experience, qualifications and skills of the employees used to provide the services as specified in this contract. Failure to provide the required and/or complete information may be cause for the Proposal to be rejected as non-responsive.

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

**Answer:**

#### **Organizational Chart**



#### **Personnel Details**

Name	Title	Role in Project	Tenure at T&T Janitorial
Tam Doan	President / CEO	Oversees company operations and high-level management oversight of contracts	17 years
Janitor #1	Janitorial Staff	Responsible for daily cleaning tasks per the scope of work	3 years

Name	Title	Role in Project	Tenure at T&T Janitorial
Janitor #2	Janitorial Staff	Responsible for nightly service and cleaning operations	4 years
Janitor #3	Janitorial Staff	Responsible for nightly service and cleaning operations	4 years

**2.2 References. Contractor must have a minimum of three (3) years of experience (in the last five (5) years) conducting work of similar type, scope, and scale at facilities as those specified in this solicitation. All references shall be provided on the Contractor Standard Pledge of Compliance, Revised April 5, 2018, paragraph F, item 7**

**Answer:**

1. The City of Coronado  
 Contact Person: Eddie Torres  
 Telephone No: (619) 522-7319  
 Email: etorres@coronado.ca.us  
 Type of Facility: Office  
 Square Footage: 500K  
 Amount of Contract: \$2.5 million  
 Contract Period: 01/2020 – Present

2. Crescent Height  
 Contact Person: Chantal De Vos  
 Telephone No.: (305) 374-5700  
 Email: cdevos@crescentheights.com  
 Type of Facility: Office Health Complex  
 Square Footage: 200K

Amount of Contract: \$1.5 million  
 Contract Period: 01/2020 – Present  
 City of San Diego

3. Contact Person: Rosita Ravelo  
 Telephone No.: (858) 627-3324  
 Email: rravelo@sandiego.gov  
 Type of Facility: Multiple facilities – 30 facilities  
 Square Footage: 500K

Amount of Contract: \$2.5 million

Contract Period: 2015 – 2020

**2.3 Account Manager.** An Account Manager, who shall be dedicated to this Contract, and must have a minimum of two (2) years of experience (in the last five (5) years) managing and conducting work of similar type, scope, and scale as those specified in this solicitation. Contractor shall submit the resume for the dedicated Account Manager.

**Answer:**

Tam Doan (President): Project Manager

2003 – Present: President/CEO

T&T Janitorial, Inc. (San Diego, CA)

**Qualifications:**

Tam Doan, President of T&T Janitorial Inc., has over twenty-five years of experience in janitorial maintenance. With extensive expertise in planning, coordinating, budgeting, and administrating government contracts, Tam founded this organization to provide responsive, cost-effective, high-quality services, including custodial, housekeeping, landscape maintenance, and other diverse support services to government agencies, healthcare institutions, and private sector clients.

Tam's strengths include logistics and personnel management. As President of T&T Janitorial Inc., Tam Doan wears many hats, bringing a strategic and personal touch to the company's mission of delivering top-notch, reliable janitorial services. Tam's role involves overseeing operations and nurturing the relationships and values that make T&T Janitorial unique. on delivering the best for clients and employees.

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

**Answer:** Tam Doan will be the Project Manager and Supervisor for this project. Please refer to subsection 2.3 for Resume.

**3. Statement of Methodology.** Proposer shall submit a response to the detailed descriptions requested below. Failure to provide the required and/or complete information may be cause for the Proposal to be rejected as non-responsive.

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

**Answer:**

**1. Cleaning Methods**

Our cleaning approach is based on industry best practices and tailored to the specific needs of the facility. Tasks will include Per Exhibit A, Scope Of Work within RFQ. Our methods prioritize safety and efficiency, using color-coded microfiber cloths to prevent cross-contamination, eco-friendly and EPA-approved disinfectants, and HEPA-filtered vacuums for improved air quality.

**2. Staffing**

We will provide a dedicated and experienced janitorial team to meet the contract requirements. For this site, our staffing plan includes:

- **1 Project Manager** – Oversees all operations, ensures contract compliance, communicates with the client, and manages reporting.
- **3 Janitorial Staff** – Provides daily cleaning per shift schedules. One day porter and two night shift janitors are assigned to maintain continuous coverage and cleanliness. (**1 Day Porter:** 6:00 AM – 3:00 PM, Wednesdays only and **2 Evening Janitors:** BTW 5:00 PM – 12:00 AM, Monday through Friday)

All staff are vetted, uniformed, and trained specifically for this facility's needs.

**3. Materials & Consumables**

T&T Janitorial will provide all necessary cleaning agents, tools, and supplies, including:

- Microfiber cloths, mops, and mop heads
- HEPA-filtered vacuums and floor equipment (auto-scrubbers, burnishers)
- Per Section D #4 – The City of San Diego will provide consumables (paper towels, toilet paper, soap, liners) and cleaning chemicals.

All supplies are stored in designated janitor closets and restocked regularly to ensure availability. Inventory logs are maintained for transparency and compliance.

**4. Security Measures**

All T&T Janitorial staff adhere to strict security protocols, which include:

- Sign-in/sign-out logs
- Background checks and clearance as required by contract
- Confidentiality agreements for sensitive or restricted areas

- Key control procedures and equipment check-in/out protocols
- Immediate incident reporting and coordination with on-site security teams

**3.2 Uniforms and Communication. A description of proposed uniforms, employee identification methods, means of communication (cell phone, radio), and emergency response.**

**Answer:** All T&T staff shall be wearing clean company uniform (dark blue shirt and black pants with non-slip work boots); employees shall be identified with a company badge with their name and picture, and each staff member shall be given a smart cell phone for communication and emergency response. The Project Manager will be available 24/7 via cell phone for emergency responses.

**3.3 Equipment. A detailed list of the types of cleaning equipment to be utilized in the performance of cleaning tasks.**

**Answer:** Each staff member shall be provided with the equipment necessary at no cost to perform assigned tasks, which may include:

- PPE – Gloves, masks, back braces, kneepads, goggles,
- Maid cart and restroom caddy.
- Double/tandem barrel on wheels with skirt.
- HEPA – upright or backpack Vacuums, auto-scrubbers, burnishers
- Dust mops.
- Brooms and lobby dustpan.
- Mops and mop buckets.
- Microfiber wet mops – frame and color-coded microfiber flat mop heads. – 12 inch & 18 inch appropriately sized for service area.
- Caution signs.
- Closed for cleaning signs.
- Microfibers color-coded to prevent cross contamination.
- Disposable microfibers.
- Microfiber dusters.
- Trash grabber easy reacher.
- Doorstops.
- Labeled spray bottles of properly diluted green seal/safer choice/eco logo chemicals.
- All consumable supplies including paper towels, toilet paper, liners, soap, hand sanitizer, disinfectant wipes, seat covers, sanitary napkins and tampons. - PROVIDED BY CITY

**3.4 Materials. A complete materials/consumables list (see Exhibit A, section D, item 5.1 “Contractor Furnished Supplies and Cleaning Equipment”).**

**Answer:**

**Answer:** Each staff member shall be provided with the equipment necessary at no cost to perform assigned tasks, which may include:

- PPE – Gloves, masks, back braces, kneepads, goggles,
- Maid cart and restroom caddy.
- Double/tandem barrel on wheels with skirt.
- HEPA – upright or backpack Vacuums, auto-scrubbers, burnishers
- Dust mops.
- Brooms and lobby dustpan.
- Mops and mop buckets.
- Microfiber wet mops – frame and color-coded microfiber flat mop heads. – 12 inch & 18 inch appropriately sized for service area.
- Caution signs.
- Closed for cleaning signs.
- Microfibers color-coded to prevent cross contamination.
- Disposable microfibers.
- Microfiber dusters.
- Trash grabber easy reacher.
- Doorstops.
- Labeled spray bottles of properly diluted green seal/safer choice/eco logo chemicals.
- All consumable supplies including paper towels, toilet paper, liners, soap, hand sanitizer, disinfectant wipes, seat covers, sanitary napkins and tampons. - PROVIDED BY CITY

**3.5 Green Practices. Description of green cleaning practices, and other policies and measures which indicate environmental sensitivity.**

**Answer:**

At **T&T Janitorial Inc.**, environmental stewardship is a core part of our operational philosophy. Our green cleaning program is designed not only to protect human health but also to minimize our impact on the environment. The following outlines our green practices, policies, and initiatives that demonstrate our commitment to sustainability:

**1. Green Cleaning Practices**

**Use of Environmentally Preferred Products:**

We exclusively use **EPA Safer Choice**, **Green Seal**, or **EcoLogo-certified** products, including disinfectants, all-purpose cleaners, floor care chemicals, and

hand soaps. These products are non-toxic, biodegradable, and packaged using recycled or recyclable materials when available.

**Microfiber Technology:**

T&T uses microfiber cloths and mops, which reduce chemical and water usage by up to 90% compared to traditional methods. Microfibers also enhance dust and allergen capture, improving indoor air quality.

**Dilution Control Systems:**

Our team uses closed-loop dilution control systems to ensure accurate chemical dispensing, reduce waste, and minimize worker exposure to concentrated substances.

**HEPA Filtration Equipment:**

We use commercial-grade vacuums and floor machines with **HEPA filtration** to capture fine particulates and improve indoor air quality in compliance with LEED standards.

## **2. Policies Supporting Environmental Responsibility**

**Waste Reduction & Recycling Support:**

We support our clients' recycling initiatives by properly disposing of recyclables, minimizing single-use plastics, and assisting with compostable waste programs when applicable.

**Energy & Water Conservation:**

We schedule services during off-peak hours to reduce energy loads and use equipment designed for low water and power consumption. Mopping systems and floor scrubbers are chosen based on efficiency ratings.

## **3. Employee Training & Awareness**

All staff receive **annual green cleaning training** that covers chemical safety, proper product usage, sustainable practices, and energy-efficient equipment operation. Our supervisors conduct routine inspections to ensure all procedures follow green protocols and compliance with client environmental goals.

## **4. Continual Improvement & Client Collaboration**

T&T Janitorial maintains a policy of **continuous improvement** by staying current with the latest developments in eco-friendly cleaning technology and adapting our services to meet client sustainability initiatives. We collaborate with clients to implement customized green cleaning plans aligned with **LEED-EBOM** (Existing Buildings Operations and Maintenance) requirements or other environmental frameworks.

T&T Janitorial is proud to integrate environmentally responsible practices into every level of our service delivery. Our approach ensures a healthier environment for building occupants and supports broader ecological goals for our clients and the communities we serve.

**3.6 Potential Challenges. Any potential challenges related to cleaning the facilities in satisfaction of the required specifications in this solicitation shall be identified and Proposer shall provide solutions to all such anticipated challenges.**

**Answer:**

T&T Janitorial Inc. has reviewed the requirements outlined in the solicitation and is confident in our ability to meet or exceed the cleaning specifications. However, as with any large-scale janitorial operation, potential challenges could arise.

Below are the anticipated challenges along with our proactive solutions to ensure service continuity and compliance with contract expectations:

**1. Challenge: Limited Access Windows for Cleaning**

**Description:**

Some areas may have restricted access hours due to public operations, security protocols, or after-hours noise restrictions, limiting cleaning timeframes.

**Solution:**

We will implement a flexible staffing schedule that includes day porters and staggered night shifts to ensure all tasks are completed within permitted timeframes. The Project Manager will coordinate with client liaisons to schedule access to sensitive areas and minimize disruption.

## AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

### CHECK ONE BOX ONLY.

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

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

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

Contractor Name: T&T Janitorial INC

Certified By Tam Doan Title President  
Name \_\_\_\_\_

  
\_\_\_\_\_  
Signature \_\_\_\_\_ Date 04/14/25



## EQUAL OPPORTUNITY CONTRACTING (EOC)

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

## BB. WORK FORCE REPORT

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

### NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

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

Name of Company: T&T JANITORIAL INC

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 9011 MIRA MESA BLVD #230

City: SAN DIEGO County: \_\_\_\_\_ State: CA Zip: 92126

Telephone Number: 8583368837 Fax Number: \_\_\_\_\_

Name of Company CEO: TAM DOAN

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Service Type of License: business

The Company has appointed: TAM DOAN

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: 9011 MIRA MESA BLVD #230 SAN DIEGO CA 92126

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: TANDT\_JANITORIAL@YAHOO.COM

X 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 T&T JANITORIAL INC

(Firm Name)

SAN DIEGO

, CA

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 14 day of APRIL, 2025

TAM DOAN

(Authorized Signature)

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

 NAME OF FIRM: T&T JANITORIAL INC DATE: 04/14/25

 OFFICE(S) or BRANCH(ES):   COUNTY: SAN DIEGO

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

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

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

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

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

Totals Each Column				2	2									
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Grand Total All Employees	4
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

## WORK FORCE REPORT – Page 3

NAME OF FIRM: T&amp;T JANITORIAL INC

DATE: 04/14/25

OFFICE(S) or BRANCH(ES):

COUNTY: SAN DIEGO

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

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

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

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

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

Grand Total All Employees														
---------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

Disabled														
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**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

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

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

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

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

**A. BID/PROPOSAL/SOLICITATION TITLE:**

7650 Mission Valley Road

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**B. BIDDER/PROPOSER INFORMATION:**

T&T JANITORIAL INC

Legal Name	DBA		
9011 MIRA MESA BLVD #230 SAN DIEGO CA 92126			
Street Address	City	State	Zip
TAM DOAN , PRESIDENT 8583368837			
Contact Person, Title	Phone	Fax	

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

\* The precise nature of the interest includes:

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

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

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

TAM DOAN , PRESIDENT

Name SAN DIEGO, CA	Title/Position
City and State of Residence 100%	Employer (if different than Bidder/Proposer)

Interest in the transaction

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

Interest in the transaction

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

Interest in the transaction

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

Interest in the transaction

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

Interest in the transaction

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

Interest in the transaction

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

#### C. OWNERSHIP AND NAME CHANGES:

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

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

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

If Yes, attach proof of status to this submission.

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

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

#### D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: 9/2003 State of incorporation: CA  
 List corporation's current officers: President: Tam Doan Vice Pres: \_\_\_\_\_  
 Secretary: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Type of corporation: C  Subchapter S

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

If Yes, after what date: 9/2003

Is your firm a publicly traded corporation?

Yes

No

If Yes, how and where is the stock traded?

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

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

If Yes, please use Attachment A to disclose:

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

Limited Liability Company Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

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

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Partnership Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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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.

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Joint Venture Date formed: \_\_\_\_\_

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

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

#### **E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

Yes  No

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

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

Yes  No

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

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

Yes  No

If Yes, use Attachment A to explain specific circumstances.

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

Yes  No

If Yes, use Attachment A to explain specific circumstances.

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

Yes  No

If Yes, use Attachment A to explain specific circumstances.

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

Yes  No

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

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

Name of Bank: US Bank

Point of Contact: Eddie Wang

Address: 9400 Mira Mesa Blvd

Phone Number: (858) 547- 5100

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

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

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

Business Tax Certificate No.: B2003016275 Year Issued: 2003

#### F. PERFORMANCE HISTORY:

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

Yes  No

If Yes, use Attachment A to explain specific circumstances.

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

Yes  No

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

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

Yes  No

If Yes, use Attachment A to explain specific circumstances.

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

Yes  No

If Yes, use Attachment A to explain specific circumstances.

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

Yes  No

If Yes, use Attachment A to explain specific circumstances.

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

Yes  No

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

7. Performance References:

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

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

Company Name: City of Coronado

Contact Name and Phone Number: Eddie Torres / 6195227389  
Contact Email: etorres@coronado.ca.us  
Address: 101 B Ave Coronado, CA 92118  
Contract Date: 2020 - Present  
Contract Amount: 2.4 million  
Requirements of Contract: Janitorial

Company Name: 690 Oxford  
Contact Name and Phone Number: Chantal De Vos / 305 3745700  
Contact Email: cd.evos@crescentheights.com  
Address: 2200 Biscayne Blvd, Miami, FL 33137  
Contract Date: 2020 - Present  
Contract Amount: 336K  
Requirements of Contract: Janitorial  
Company Name: City of San Diego  
Contact Name and Phone Number: David Magpali / 619 980 2916  
Contact Email: Dmagpali@sandiego.gov  
Address: MOC  
Contract Date: 2014 - 2019  
Contract Amount: 2.0 million  
Requirements of Contract: Janitorial

#### G. COMPLIANCE:

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

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

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

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

#### H. BUSINESS INTEGRITY:

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

#### I. BUSINESS REPRESENTATION:

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

Yes  No

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

Yes  No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

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

#### J. WAGE COMPLIANCE:

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

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

#### **K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

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

Company Name: N/A

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

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

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

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

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

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

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

#### **L. STATEMENT OF AVAILABLE EQUIPMENT:**

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

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

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

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

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_

Complete all questions and sign below.

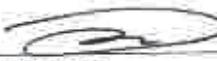
Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and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

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

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

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

Tam Doan /President  
Name and Title

  
Signature

4/14/25  
Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

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

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

Tom Doan / President  
Print Name, Title

Signature

4/14/25

Date

**LIVING WAGE ORDINANCE  
 APPLICATION FOR EXEMPTION**

**COMPANY INFORMATION**

Company Name: T&T JANITORIAL INC

Company Address: 9011 MIRA MESA BLVD #230 SAN DIEGO CA 92126

Company Contact Name: TAM DOAN

Contact Phone: 8583368837

**CONTRACT INFORMATION**

Contract Number (if no number, state location): 7650 Mission Valley Road

Start Date: TBD

Contract Title (or description):

End Date: TBD

Purpose/Service Provided: JANITORIAL

**EXEMPTION BASIS**

Check one option and submit required supporting documentation:

**Business employs 12 or fewer employees**, including parent and subsidiary entities, for each working day in each of 20 or more calendar weeks in current or preceding calendar year and, in the City's determination, will not need to retain more than a total of 12 employees (including subcontractors) to perform work related to the City contract. [SDMC §22.4215 (c)(1)]

Required documentation: Correspondence on company letterhead and signed by a legally authorized officer documenting number of employees and listing subcontractors AND copy of firm's State of California Employment Development Department Quarterly Contribution Return and Report of Wages (Continuation) [form DE9C] for prior two quarters.

**Business operating as sole proprietorship with no employees** and will not utilize subcontractors. [SDMC §22.4215 (c)(1)]

Required documentation: A completed Living Wage Ordinance Self-Attestation form for Business Operating as a Sole Proprietorship by sole proprietor.

**Business organized under IRS section 501(c)(3)** and highest officer's salary, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid covered employee. SDMC section 22.4215 (c)(2).

Required documentation: Copy of IRS letter recognizing status as non-profit organized under section 501(c)(3) AND statement of salary listing corporation's highest paid officer and lowest paid worker, both computed on an hourly basis.

**Collective Bargaining Agreement** specifically (in writing) supersedes the Living Wage Ordinance. SDMC section 22.4240.

Required documentation: Copy of collective bargaining agreement OR written confirmation from union representing employees working on the contract.

**CONTRACTOR CERTIFICATION**

By signing, the contractor certifies under penalty of perjury under laws of the State of California that information submitted in support of this application is true and correct to the best of the contractor's knowledge.

TAM DOAN

PRESIDENT

Name of Signatory

Title of Signatory



04/10/25

Signature

Date

Approval of this application exempts only the listed contractor from the LWO during performance of this contract. A subcontractor performing work on this contract is not exempt unless separate exemption is applied for and approved.

**FOR OFFICIAL CITY USE ONLY**

Not Approved – Reason:  
 Approved

LWO Analyst:

Date:

APRIL 10, 2025

T&T Janitorial, Inc

9011 MIRA MESA BLVD #230

SAN DIEGO, CA 92196

To Whom It May Concern:

T&T Janitorial, Inc is requesting LWO exemption under SDMC 22.4215 ( c)(1) - Business employs 12 or fewer employees. Please find attached a copy of the firm's State of California Employment Development Department Quarterly Contribution Return and Report of Wages (Form DE9C) for prior 2 quarters. Any questions please contact via email @ [tt\\_janitorial@outlook.com](mailto:tt_janitorial@outlook.com) or call (858) 336-8837.

Thank you



Tam Doan

President

T&T Janitorial, Inc

# T&T Janitorial Contract

Final Audit Report

2025-05-06

Created:	2025-05-05
By:	Buck Osegueda (sosegueda@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtYYo6qAHc5SJH_qOvSTfn6VkNChqLyf2

## "T&T Janitorial Contract" History

-  Document created by Buck Osegueda (sosegueda@sandiego.gov)  
2025-05-05 - 4:42:31 PM GMT- IP address: 156.29.5.177
-  Document emailed to tandt\_janitorial@yahoo.com for signature  
2025-05-05 - 4:46:06 PM GMT
-  Email viewed by tandt\_janitorial@yahoo.com  
2025-05-05 - 5:15:10 PM GMT- IP address: 172.226.212.10
-  Signer tandt\_janitorial@yahoo.com entered name at signing as Tam Doan  
2025-05-06 - 7:50:57 AM GMT- IP address: 70.95.203.92
-  Document e-signed by Tam Doan (tandt\_janitorial@yahoo.com)  
Signature Date: 2025-05-06 - 7:50:59 AM GMT - Time Source: server- IP address: 70.95.203.92
-  Agreement completed.  
2025-05-06 - 7:50:59 AM GMT



Adobe Acrobat Sign

# T&T Janitorial Contract - T&T Signature

Final Audit Report

2025-05-15

Created:	2025-05-13
By:	Buck Osegueda (sosegueda@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPvCyDMIvUxmlMkENE4jm9k7qAxDPGa

## "T&T Janitorial Contract - T&T Signature" History

-  Document created by Buck Osegueda (sosegueda@sandiego.gov)  
2025-05-13 - 7:44:59 PM GMT- IP address: 156.29.5.177
-  Document emailed to Claudia Abarca (CABarca@sandiego.gov) for signature  
2025-05-13 - 7:49:15 PM GMT
-  Email viewed by Claudia Abarca (CABarca@sandiego.gov)  
2025-05-13 - 10:18:43 PM GMT- IP address: 156.29.3.11
-  Document e-signed by Claudia Abarca (CABarca@sandiego.gov)  
Signature Date: 2025-05-14 - 5:26:40 PM GMT - Time Source: server- IP address: 68.7.139.149
-  Document emailed to nbrazier@sandiego.gov for signature  
2025-05-14 - 5:26:44 PM GMT
-  Email viewed by nbrazier@sandiego.gov  
2025-05-15 - 6:51:24 PM GMT- IP address: 156.29.5.190
-  Signer nbrazier@sandiego.gov entered name at signing as Noah J Brazier  
2025-05-15 - 6:52:29 PM GMT- IP address: 156.29.5.190
-  Document e-signed by Noah J Brazier (nbrazier@sandiego.gov)  
Signature Date: 2025-05-15 - 6:52:31 PM GMT - Time Source: server- IP address: 156.29.5.190
-  Agreement completed.  
2025-05-15 - 6:52:31 PM GMT



Adobe Acrobat Sign