



**Invitation to Bid (ITB) for
Cleaning of Sludge Hopper Bay Area at Metropolitan Biosolids Center (MBC)**

Solicitation Number: 10089714-21-W

Solicitation Issue Date: August 25, 2020

Recommended Pre-Bid Conference: August 28, 2020 @ 10:00 a.m.
To be conducted via teleconference
323-813-7079 (Conference ID 249118014)

Questions and Comments Due: August 31, 2020 @ 12:00 p.m.

Bid Due Date and Time ("Closing Date"): September 4, 2020 @ 3:00 p.m.

Contract Term: Five (5) years beginning on the Effective Date as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions

City Contact: Michael Warner, Senior Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, CA 92101
MWarner@sandiego.gov
(619) 236-6154

Submissions: Bidder is required to provide one (1) original and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

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

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

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089714-21-W, Cleaning of
Sludge Hopper Bay Area at Metropolitan Biosolids Center (MBC)**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089714-21-W, Cleaning of Sludge Hopper Bay Area at Metropolitan Biosolids Center (MBC) (Contractor).

RECITALS

On or about 8/25/2020, City issued an ITB to prospective bidders on goods to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide cleaning of the Sludge Hopper Bay Area at the Metropolitan Biosolids Center (MBC) as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Service.

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

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract or identified in the Notice to Proceed, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$3,000,000.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

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

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

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

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

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

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's

acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Quality Coast Incorporated

Bidder

2462 Main Street Suite H

Street Address

Chula Vista

City

619-443-9192

Telephone No.

info@qualitycoast.com

E-Mail

BY:



Print Name: CHRISTIANA GAUGER
Director Purchasing & Contracting Department

11/5/2020
Date Signed

BY:


Signature of Bidder's Authorized Representative

Consuelo Rosengreen

Print Name

CEO

Title

10/5/2020

Date

Approved as to form this 6th day of

November

, 20 20

MARA W. ELLIOTT, City Attorney

BY:



Deputy City Attorney

EXHIBIT A

EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

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

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

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

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

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

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

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

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

2. Submission of Information and Forms.

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

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

2.3 The Contractor Standards Pledge of Compliance Form. The City uses the criteria set forth in the Contractor Standards Ordinance to determine whether a Contractor has the capacity to fully perform the contract requirements and business integrity to justify the award of public funds. The City may reject a bid and deem the bidder non-responsible for unsatisfactory business integrity and/or performance history.

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

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

2.11 Reserved

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

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

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

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

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

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

7. Modifications, Withdrawals, or Mistakes. Bidder is responsible for verifying all prices and extensions before submitting a bid.

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

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

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

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

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

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

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

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

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

C. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project

will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

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

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

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

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

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

E. ANNOUNCEMENT OF AWARD

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

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

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

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

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

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

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

3. Business Tax Certificate. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

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

5. Reserved.

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

EXHIBIT B SCOPE OF WORK

A. BACKGROUND. The City of San Diego is seeking qualified Bidders to provide janitorial maintenance services for the cleaning of Buildings 76 and 86 at the Metropolitan Biosolids Center (MBC) in accordance with the specifications contained herein. The work area includes high noise levels and odors from processed sludge which may be objectionable. The bidder will also be required to work at heights up to four (4) levels within the facility. MBC is located at the following address:

Metropolitan Biosolids Center
5240 Convoy Street
San Diego, CA 92111
Building 76 and 86

B. RECOMMENDED PRE-BID CONFERENCE. Bidders are recommended to participate in the pre-bid conference which will be conducted via teleconference number 323-813-7079 (Conference ID 249118014) at 10:00 a.m. on August 28, 2020.

Bidders are responsible for work required as defined in the scope of work using the available resources provided in the ITB. Failure to do so will not relieve the bidder 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 any lack of knowledge of the sites.

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

C. CONTRACTOR'S RESPONSIBILITIES

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

Bidder shall provide two (2) laborers five (5) days a week, Monday through Friday, including City observed holidays, except for New Year's Day, Thanksgiving Day, and Christmas Day. Each laborer shall work an eight (8) hour shift daily (excluding a half hour lunch break). Shifts may start as early as 5:30 a.m. and end as late as 3:30 p.m.

The bidder shall submit a work schedule for each employee prior to commencement of the contract. The bidder shall also notify the Technical Representative of any schedule changes.

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

- a. Supervision.** The bidder shall have a minimum of one (1) qualified supervisor on site at all times while work is being performed to provide the necessary supervision and to ensure work is completed as specified in this

contract. The bidder shall provide adequate supervision to ensure work is completed as specified in this contract. This may be a working supervisor. Prior to the start of the contract, the bidder shall notify the Technical Representative of the name of the supervisor(s) assigned to each site. Any changes in supervision shall be submitted in writing to the Technical Representative prior to commencement of work. Failure of the bidder to notify the Technical Representative of such changes may result in termination of the contract. The bidder shall also be responsible for ensuring that the new supervisor understands the requirements of this contract and shall schedule a meeting with the Technical Representative and the new supervisor prior to commencement of work.

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

The bidder is required to provide certification that janitorial personnel assigned to the contract have received this training. This certification must be submitted to the Technical Representative prior to the commencement of the contract (Attachment A). For new employees being assigned to this contract, the required certification must be provided to the Technical Representative prior to the commencement of duties. All training shall be provided at the sole expense of the bidder. The City reserves the right to require retraining at the bidder's expense, as determined by the City.

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

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

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

2. Cleaning Supplies, Chemicals and Equipment

- a. **Bidder Furnished Supplies and Cleaning Equipment.** It is anticipated that the City will provide all required cleaning supplies and equipment for performing specified tasks, as noted in (b) below. However, if at any time during this contract, the bidder is required to provide cleaning supplies, they shall be top quality by industry standards, bio-degradable, and pre-approved by the Technical Representative.
- b. **City Furnished Supplies.** The City will provide day-to-day janitorial supplies and equipment, such as but not limited to, plastic bags, paper towels, rags, brooms, shovels, scrub brushes, mops, scrapers, shop vacuum, wheelbarrow, and degreasing soap.

The City provided vacuum cleaner may be used to collect dried sludge chips.

Bidder shall inform the Technical Representative, in advance, of the need to replenish these supplies and the Technical Representative will initiate the necessary Stores Requisition. Supplies may be picked up Monday through Friday, 7:00 a.m. to 3:30 p.m. only.

Bidder shall provide a two (2) week notice to the Technical Representative when supplies need to be replenished.

- 3. **Keys, Security Access Cards, and Employee Identification Badges.** Bidder, at their expense, shall provide each employee and supervisor on each work shift with an Employment Picture Identification Badge (aka: Employee ID). The Employee ID will include, at a minimum, a picture, first and last name of the bidder's employee, and the name of the bidder's company. The Employee ID must be worn by the employee and be visible at all times while working at a designated work area under this contract.

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

Keys and security access cards supplied to bidder shall not be duplicated, except by the City. Lost keys, security access cards, and employment picture identification badges shall be reported immediately to the Technical Representative.

All keys and security access cards are the property of the City and shall be returned upon completion of the contract. If the bidder 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 bidder shall pay the City for the cost of re-keying the locks; such costs may be retained from the final payment. If the City does not re-key the locks, the cost of any replacement key(s) shall be paid by the bidder; such costs may be retained from monthly payments.

4. **Janitorial Staff Reporting Procedures.** Janitorial personnel, including all supervisors conducting inspections, shall sign in upon reporting for work and shall sign out prior to leaving work on a log provided by the Technical Representative. 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.

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

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

5. **Bidder Response Time.** A bidder representative, authorized to discuss matters related to this contract, must be available during normal business hours, between 6:30 a.m. and 5:00 p.m., Monday through Friday. Bidder must be available via cell phone, and/or email during these designated times.
 - a. **Emergency Calls.** A supervisor or manager shall respond to emergency telephone calls within fifteen (15) minutes of the call being placed. All actions required to resolve the emergency shall be completed within four (4) hours. Emergency calls are defined as those where the Technical Representative states an emergency exists and notifies the bidder's office of such emergency. Failure to take appropriate corrective action for emergencies within the time frame may result in termination of the contract.
 - b. **Non-Emergency Calls.** A supervisor or manager shall respond to non-emergency calls, or e-mails within one (1) hour. All actions required to resolve the non-emergency issue(s) or deficiencies must be completed by the next business day unless otherwise directed by the Technical Representative. Failure to respond and/or take appropriate corrective action within the time frame specified may result in termination of the contract.
6. **Safety Requirements.** All work performed under this contract will be performed in such a manner as to provide maximum safety to the public and employees and shall comply with all safety provisions and regulations. The bidder is responsible for abiding by all CAL/OSHA requirements, including the labeling of containers.

Bidders who have ten (10) or more employees shall have an injury/illness program as required by OSHA. The Technical Representative reserves the right to issue restraint or cease and desist orders to the bidder when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.

Wet floor warning signs shall be supplied by the bidder and properly utilized whenever a potentially hazardous floor condition exists. It is the bidder'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 bidder for janitorial staff and properly used at all times. The following PPE is required of bidder's staff while performing work under this contract; hard hats, safety boots, approved eye protection, hearing protection (ear plugs), long pants, and short-sleeve shirts. The following PPE is strongly recommended; work or latex gloves, rubber boots for wash down, paper suits and paper face mask or respirator.

7. **Environmental Management System Awareness Program.** The Wastewater Treatment and Disposal Division of the City of San Diego's Public Utilities Department has undertaken a voluntary certification in Environmental Management Systems and is committed to Regulatory Compliance, Pollution Prevention, and Continual Improvement (commonly referred to as ISO 14001 certification). The bidder shall be aware of the environment while working at the site under contract which means keeping the site clean, recycling when possible, turning off lights if you are the last one to leave, and reporting any environmental issues. Please contact the Facility Environmental Coordinator at telephone number (858) 6544289 to report any environmental issues or to obtain additional information regarding this policy.
8. **Safety Data Sheets (SDS).** The bidder is responsible for ensuring that copies of all SDS are available at the work site. When the bidder 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.
 - a. For bidder-provided chemicals, the bidder is required to provide a SDS and applicable green certification. Bidder 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.
 - b. Failure to comply with the above shall be cause for immediate termination of the contract for violation of safety procedures.
9. **Security Precautions.** Janitorial personnel shall not allow anyone on the premises unless that person is specifically assigned by the bidder 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 bidder will ensure that each office or facility is locked upon completion of each cleaning. Offices will not be left open when not attended or when cleaning is conducted out of sight of the open office. Security shall be maintained during the cleaning period and access to any office by anyone except janitorial personnel will not be permitted. When installed, the bidder will properly utilize the security system. Any costs for charges associated with responding to a false alarm caused by janitorial personnel may be deducted from payment to the bidder.

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

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

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

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

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

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

- 2. Inspections by City's Technical Representative.** 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 bidder.

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

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

E. STATEMENT OF TASKS AND CLEANING STANDARDS. All tasks shall be performed in accordance with the cleaning standards stated within this bid throughout the contract period.

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

1. BUILDING 76 Cleaning Tasks (approximately 24,948 sq. ft.).

a. Daily Tasks (Monday through Friday) .

- i. Wipe up or direct any pooling water in area to proper drains to eliminate any hazards.





b. Two (2) Times a Week (Tuesday and Friday).

- i. Wash down floor area around each pump to keep clean and free of debris.



- ii. Collect any accumulation of sludge into a wheelbarrow and deposit in bins located in truck load out area.



- iii. Wipe off all pumps, hydraulic tanks, and electrical control panels. Care must be used when wiping front panel of electrical box.



c. One (1) Time a Week (Wednesday).

- i. Sweep stairs from ground level to second floor.



2. BUILDING 86 Cleaning Tasks (Four (4) levels; approximately 32,400 sq. ft.).

a. Daily asks (Monday through Friday).

- i. The scales in the "truck scale area" shall be cleaned each time a truck enters or leaves the scales. Sludge falls from trucks or the load net bin continually and requires clean up throughout the shift. Sludge shall be shoveled into a wheelbarrow and deposited into designated bins.



- ii. Truck entrance and exit area shall be swept to keep area clean.
- iii. Clean pump areas under silos by shoveling any sludge which falls from the silo gear boxes or pumps into a wheelbarrow and depositing into designated bins.





- iv. Wash down areas around each pump to keep clean and free of debris.





- v. Sweep all levels to include shoveling any sludge deposits into a wheelbarrow and placing into designated bins on the ground floor.



- vi. Sweep area where operator stands to load trucks daily.

- vii. Sweep stairwells at center of floor from ground floor to 4th level.



b. One (1) Time a Week (Thursday).

- i. Sweep tops of two (2) conveyor bins and tops of eight (10) sludge silos on level 4.



- ii. Wipe down eight (10) pumps and electrical display panels. Care must be used when wiping down front panel of electric box.



- iii. Wipe down four (4) hydraulic power units.



- iv. Scrub floors around each pump using degreaser soap to reduce oil and grime build-up.



- v. Wipe down walls splattered with sludge or oil.



vi. Sweep the Operations Control area on the mezzanine of level 2.

c. **One (1) Time Every Two (2) Weeks.**

- i. Sweep down three (3) outside stairwells from ground level to level 4. Stairwells are located on the North, West, and East sides of the building.



d. **Monthly.**

- i. Clean sides of weigh/mix bins (two (2) units which extend from level 2 to level 3).



- ii. Wipe any stains or sludge chips accumulated in bin side framing. Care must be taken to stay clear of motorized drive units located on the ends of bins.



e. Miscellaneous Tasks.

- i. Assist City staff in cleaning sludge spillage as needed.
- ii. Perform other cleaning tasks as requested by the Technical Representative.

F. SQUARE FOOTAGES LISTED. All square footages provided for each site location are approximate. Bidder is responsible for verifying actual square footage.

G. WORK/TASK SCHEDULE. The bidder shall submit a work schedule to the Technical Representative or designee prior to commencement of work. Schedule changes must be submitted in writing and authorized by the Technical Representative or designee. Failure to comply with the above requirements may be cause for termination of this contract.

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

H. 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 termination of the contract in accordance with Section 4.3 (City's Right to Terminate for Default) of the General Contract Terms and Provisions, revised January 16, 2020.

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

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

J. SUBCONTRACTORS. The Contractor shall not subcontract any portion of this contract to any party without pre-authorized written approval from the Technical Representative, or designee.

K. NON-INTERFERENCE WITH CITY OPERATIONS. Employees and agents of bidder shall, while on the premises of the City, comply with all City rules and regulations. Bidder shall acquaint itself with conditions at the work site so as not to interfere with City operations. Bidder shall not stop, delay, or interfere with City work schedule(s) or operations without the prior approval of the Technical Representative or designee. Bidder shall be entirely responsible

for working in harmony with all others on the work site (i.e. City staff and Bidder's staff) when bidder is working on City premises.

L. COOPERATION AND TRANSITION. Bidder shall cooperate with the City and any incumbent bidder at the expiration of any previous contract for the services described in this bid in order to accomplish a smooth phase-out and transition of responsibilities and services, if applicable.

M. DISPLACED JANITOR OPPORTUNITY ACT. The Displaced Janitor Opportunity Act, dated September 2, 2011, Chapter 4.5 (commencing with Section 1060) of Part 3 of Division 2 of the Labor Code is incorporated as part of this bid and any resulting contract by reference (Attachment C).

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

N. DEPARTMENT OF INDUSTRIAL RELATIONS PROPERTY SERVICE WORKERS PROTECTION (PSWPA) ACT, AND (DIR) REGISTRATION NUMBER. Pursuant to sections 1420 through 1434 of the California Labor Code, the contractor and all subcontractors with one or more employees and one or more janitorial workers operating in California shall register with the State of California Department of Industrial Relations (DIR). Requirements include but are not limited to contractor registration, maintaining accurate records, sexual harassment training, and civil penalties of \$100 for each calendar day for non-compliance (not to exceed \$10,000).

Failure to comply with registration requirements shall be cause to reject the proposer's submittal as non-responsive.

	Registration No.	Expiration Date	Name
Janitorial DIR Registration No.	JS-LR-1000685381	11/05/2021	Quality Coast Incorporated
Subcontractor DIR Registration No.			
Subcontractor DIR Registration No.			
Subcontractor DIR Registration No.			

O. SURETY BOND. Prior to the execution of the contract, the bidder shall furnish the City with a surety bond executed in accordance with Section 8.1 of the General Contract Terms and Provisions, revised January 16, 2020. The Bond shall guarantee bidder's faithful performance of the contract and assure payment to contractors, subcontractors, and to persons furnishing services under the contract.

The bidder shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to twenty-five percent (25%) of the Contract amount, conditional for the performance of the Contract. The surety bond shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond

shall be maintained by the bidder in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

P. ADDITIONAL INSURANCE. Bidder 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 January 16, 2020.

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

Q. TECHNICAL REPRESENTATIVE. The Technical Representative for this Contract is identified below and is responsible for overseeing and monitoring this Contract.

Charles Moran, Plant Maintenance Coordinator, Public Utilities Department
Telephone No.: (858) 614-5501
Email: CMoran@sandiego.gov

Back-up Contact if designated Technical Representative is not available:
John Medina, Senior Plant Technician Supervisor, Public Utilities Department
Telephone No.: (858) 614-5828
Email: JMedina@sandiego.gov

R. PRICING SCHEDULE. The estimated annual quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Bidder to an adjustment in the unit price or to any additional compensation and in no case shall exceed \$3 million without City Council approval.

Bidders shall complete the pricing schedule in its entirety to be considered responsive. The prices stated on the Price pages shall be submitted as a flat rate for performance of all specifications in this ITB; 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 most current Living Wage rate), travel, transportation, training, overhead, administrative costs, profit, etc. The City shall evaluate pricing for this ITB solely based upon proposers submitted flat rate, as specified in the Pricing page below.

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

Pricing - City's Annual Estimated Need.

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost
1.	*4,160	Hour	Two (2) Laborers five (5) days a Week, Monday through Friday, eight (8) hour shifts (excluding a thirty (30) minute lunch break as specified in this contract	\$ 23.50	\$ 97760.00
2.	20	Hour	Extra Cleaning Services	\$ 23.50	\$ 470.00
Estimated Annual Total:					\$ 98230.00

Estimated Total Contract Value: (Est. Annual Bid Total x 5 Years Contract Term)	\$ 491,150.00
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* Item 1: Estimated Annual Frequency = (40 hours per week) x (52 weeks per year) x (2 Laborers)



THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th 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 (5th) 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 (5th) 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 sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

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

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

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

EXHIBIT D WAGE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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 furnished with appropriate uniform			

Employee Name_____
Facility Assigned_____
Employee Name_____
Facility Assigned_____
Employee Name_____
Facility Assigned_____
Employee Name_____
Facility Assigned_____
Employee Name_____
Facility Assigned_____
Employee Name_____
Facility Assigned_____
Signature [*Authorized Company Representative*]_____
Date_____
Printed Name_____
Title

Attachment B

JANITOR'S DAILY CLEANING CHECKLIST

Facility: Building 76 Date: _____	JANITOR Initial and date each task when completed M T W Th F					CITY INSPECTOR Completed Satisfactorily	
						YES	NO
Daily (Monday through Friday): 1) Wipe up or direct any pooling water in area to proper drains to eliminate any hazards.							
Two (2) Times a Week (Tuesday & Friday): 2) Wash down floor area around each pump to keep clean and free of debris.							
3) Collect any accumulation of sludge into a wheelbarrow and deposit in bins located in truck load out area.							
4) Wipe off all pumps, hydraulic tanks, and electrical control panels. Care must be used when wiping front panel of electrical box.							
One (1) Time a Week (Wednesday): 5) Sweep stairs from ground level to second floor.							

Date and Time contractor notified of discrepancies: _____

Response Time (if emergency): _____

Date discrepancies satisfied: _____

Inspection conducted by: _____ Date: _____

NOTE: Janitor to place a checkmark (✓) in box each day task is completed.

LEGEND: M = Monday
 Th = Thursday
 T = Tuesday
 F = Friday
 W = Wednesday

Attachment B

JANITOR'S DAILY CLEANING CHECKLIST

Facility: Building 86	JANITOR Initial and date each task when completed					CITY INSPECTOR Completed Satisfactorily	
Date: _____						M	T
Daily (Monday through Friday): 1) The scales in the "truck scale area" shall be cleaned each time a truck enters or leaves the scales. Sludge shall be shovelled into a wheelbarrow and deposited into designated bins.							
2) Truck entrance and exit area shall be swept to keep area clean.							
3) Clean pump areas under silos by shovelling any sludge which falls from the silo gear boxes or pumps into a wheelbarrow and depositing into designated bins.							
4) Wash down areas around each pump to keep clean and free of debris.							
5) Sweep all levels to include shovelling any sludge deposits into a wheelbarrow and placing into designated bins on the ground floor.							
6) Sweep area where operator stands to load trucks daily.							
7) Sweep stairwells at center of floor from ground floor to 4th level.							
One (1) Time a Week (Thursday): 8) Sweep tops of conveyor bins (2) and tops of sludge silos (10) on level 4.							
9) Wipe down pumps (10) and electrical display panels. Care must be used when wiping down front panel of electrical box.							
10) Wipe down hydraulic power units (4).							
11) Scrub floors around each pump using degreaser soap to reduce oil and grime build-up.							

Attachment B

12) Wipe down walls splattered with sludge or oil.						
13) Sweep the Operations Control area on the mezzanine of level 2.						

Date and Time contractor notified of discrepancies: _____

Response Time (if emergency): _____

Date discrepancies satisfied: _____

Inspection conducted by: _____ Date: _____

NOTE: Janitor to place a checkmark (✓) in box each day task is completed.

LEGEND: M = Monday
 Th = Thursday
 T = Tuesday
 F = Friday
 W = Wednesday

Attachment B

JANITOR'S SEMI –MONTHLY AND MONTHLY CLEANING CHECKLIST

Facility: Building 86	JANITOR	CITY INSPECTOR	
Date: _____		Completed Satisfactorily	
	Initial and date each task when completed	YES	NO
One Time Every Two (2) Weeks:			
1) Sweep down three (3) outside stairwells from ground level to 4 th level. Stairwells are located on north, west, and east sides of building.			
Monthly:			
2) Clean sides of weigh/mix bins (2 units which extend from level 2 to level 3).			
3) Wipe any stains or sludge chips accumulated in bin side framing. (Care must be taken to stay clear of motorized drive units located on the ends of bins.)			

Date and Time contractor notified of discrepancies: _____

Response Time (if emergency): _____

Date discrepancies satisfied: _____

Inspection conducted by: _____ Date: _____

California Labor Code
Division 2 Employment Regulation and Supervision
Part 3 Privileges and Immunities
Chapter 4.5 Displaced Janitor Opportunity Act

Sections 1060-1065

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 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract 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.

(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.

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

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

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

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

Attachment C

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

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

(c) The successor contractor or successor subcontractor, upon commencing service under the successor 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. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

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

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

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

1062. (a) 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 or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. 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. 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.

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

(c) 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.

Attachment C

(d) In the absence of a claim by an employee that he or she was 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.

1063. (a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

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

1065. If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM A

Invitation to Bid (ITB) 10089714-21-W

Revised Closing Date: September 15, 2020
@ 3:00 p.m.

Bid for furnishing the City of San Diego with **Cleaning of Sludge Hopper Bay Area at Metropolitan Biosolids Center (MBC) (Rebid).**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the original cover sheet and replace with the attached Addendum A cover sheet. (**NOTE:** Bid due date has changed from September 11, 2020 to September 15, 2020.)
1. Remove the original ITB, Signature Page (pg 3 of 9) and replace with the attached Addendum A, Signature Page.
2. Add fifty-seven (57) pages "Attachment D - Contract Awarded from ITB 10054804-16-K". (**NOTE:** The attachment is provided for informational purposes.)
3. Add eleven (11) pages "Attachment E – May 2020 Waste Profile". (**NOTE:** The attachment is provided for informational purposes.)
4. Add two (2) pages "Attachment F – Council Policy 100-17, Drug-Free Workplace/City Contractors". (**NOTE:** The attachment is provided for informational purposes.)
5. Add four (4) pages "Questions and Answers". (**NOTE:** The questions and answers are being provided for informational purposes only, and are not part of any resulting contract from this ITB.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Michael Warner

Michael Warner

Senior Procurement Contracting Officer

(619) 236-6154

September 9, 2020

Addendum A
September 9, 2020



**Invitation to Bid (ITB) for
Cleaning of Sludge Hopper Bay Area at Metropolitan Biosolids Center (MBC) (Rebid)
Addendum A**

Solicitation Number: 10089714-21-W

Solicitation Issue Date: August 25, 2020

Recommended Pre-Bid Conference: August 28, 2020 @ 10:00 a.m.
To be conducted via teleconference
323-813-7079 (Conference ID 249118014)

Questions and Comments Due: August 31, 2020 @ 12:00 p.m.

Revised Bid Due Date and Time ("Closing Date"): **September 15, 2020 @ 3:00 p.m.**

Contract Term: Five (5) years beginning on the Effective Date as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions

City Contact: Michael Warner, Senior Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, CA 92101
MWarner@sandiego.gov
(619) 236-6154

Submissions: Bidder is required to provide one (1) original and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

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

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

acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Bidder

BY: _____

Street Address

Print Name: _____
Director Purchasing & Contracting Department

City

Date Signed

Telephone No.

E-Mail

BY: _____

Approved as to form this ____ day of

Signature of Bidder's Authorized
Representative

_____, 20____.
MARA W. ELLIOTT, City Attorney

Print Name

BY: _____
Deputy City Attorney

Title

Date

EXHIBIT A

**ITB 10089714-21-W, Cleaning of Sludge Hopper Bay Area at Metropolitan
Biosolids Center (MBC) (Rebid)
Questions and Answers**

- Question 1:** Pertaining to the bid in subject line – and per FOIA, can you please provide the current rates for the last successful winning bidder and the name of the bidder?
- Response:** Please refer to Attachment D (Contract Awarded from ITB 10054804-16-K) for a copy of the previous contract that was awarded to Property Building Maintenance Services.
- Question 2:** What is the average annual spend for this contract based on previous years?
- Response:** Please refer to Attachment D (Contract Awarded from ITB 10054804-16-K) for a copy of the previous contract that was awarded to Property Building Maintenance Services.
- Question 3:** Supervisor is mentioned at ITB but no hours assign for his job, the supervisor can be one of the workers?
- Response:** As per Section C (Contractor's Responsibility) Subsection 1.a (Supervision) of Exhibit B (Scope of Work), it may be a working supervisor.
- Question 4:** Will the City please provide profiles of all waste streams?
- Response:** The waste stream (Biosolids) meets all requirements of U.S. EPA Title 40 of the Code of Federal Regulations [CFR], Part 503 as it relates to Class B Biosolids. Please refer to Attachment D (May 2020 Waste Profile).
- Question 5:** Where is the waste that has been removed currently being disposed or recycled at? (TSDF)
- Response:** Disposal and/or recycling is conducted in accordance with the Contract awarded to San Diego Landfill Systems, LLC, a Subsidiary of Republic Services, Inc. from RFP 10089570-20-V.
- Question 6:** If my workers are not register at DIR, will affect the bid process? Can they be left as pending? If I need to contract new employees, how will affect BID?
- Response:** Workers do not get registered with DIR. Contractors and any Subcontractors need to be registered in accordance with the requirements outlined under Exhibit B (Scope of Work), Section N (Department of Industrial Relations Property Service Workers Protection (PSWPA) Act and (DIR) Registration Number).
- Question 7:** Can Subcontractors be used?
- Response:** Per Exhibit B (Scope of Work), Section J (Subcontractors), a Contractor shall not subcontract any portion of this contract to any party without pre-authorized written approval from the Technical Representative, or designee.

Question 8: What are the next steps in the process after the bids are turned in?

Response: Please refer to Exhibit A (Instructions and Bid Requirements), Sections C (Bid Opening) through G (Submittals Required Upon Notice of Intent to Award).

Question 9: When are you making a decision on the winner of the bid?

Response: There is no predetermined date as there are many factors involved with determining the lowest responsible and responsive bidder.

Question 10: How will we be notified?

Response: Please refer to Exhibit A (Instructions and Bid Requirements), Section E (Announcement of Award).

Question 11: Who is the incumbent?

Response: Please refer to the response provided for Question 1.

Question 12: Are they bidding on the business again?

Response: It is unknown who will be submitting bids until after the bid closing.

Question 13: What was the total bid for the 5 years? Did it change over time (from when it was first signed 5 years ago)? If so, how much did it increase over time? What was the ending total?

Response: Please refer to the response provided for Question 1. No price increase requests were received during the term of the previous Contract.

Question 14: It mentions that the bid shall in no case exceed \$3M with City Council approval. What does this refer to? Is this specific to this bid or is this standard language for these bids?

Response: This is standard language. Per the City of San Diego Municipal Code § 22.3206, a contract for goods or a contract for services that provides for an expenditure of an amount greater than \$3,000,000 requires City Council approval.

Question 15: 80 compensated leave hours requirement. Is there a requirement to provide 80 hrs of PTO for all back-up employees who will take over during an employee's PTO?

Response: The Living Wage Ordinance (LWO) requires employers to provide compensated leave time to all employees working under the subject contract (80 hours per year to full time employees; days off for part-time employees accrue at a rate proportional to full-time employees). Refer to Exhibit D – Wage Requirements for additional information.

Question 16: All prices should be firm and fixed including taxes. What is the acceptable variable cost adjustment rate year to year to accommodate cost of living and any

living rate pay changes spanning the 5yr contract as stated in Section 3.4 of Contract Terms and Provisions? (Requested in writing and not to exceed increases Consumer Price Index for all Urban Customers (CPI-U) set by Bureau of Labor Statics or 5%, whichever is less).

Response: The procedure for requesting price adjustments are covered under Exhibit C (General Contract Terms and Provisions), Article III (Compensation), Section 3.4 (Price Adjustments).

Question 17: The city will provide supplies, however bidder may on occasion purchase supplies. Will supplies be required to be purchased with this bid? If so, can any of the additional supply costs be billed back to the city on top of agreed contract?

Response: It is anticipated that the City will provide all required cleaning supplies and equipment for performing the specified tasks outlined in the ITB.

Question 18: Will the employees be required to work on holidays that are during Monday-Friday, other than the 3 noted?

Response: As a Best Management Practice (BMP), the City makes every effort to not loadout on the other holidays, but on rare occasions have found it necessary to do so. On the Holidays where the City does loadout, the employees will be required to work

Question 19: Is the Surety Bond 25% of annual cost or the 5 years? Also, it states it converts to a 10% warranty bond after the contract terms and shall remain in place until the end of the warranty period set for in this contract. What does this mean and what is the warranty period?

Response: The requirement as outlined in Exhibit B (Scope of Work), Section O (Surety Bond) of is for an annual bond in a sum equal to twenty-five percent (25%) of the total Contract amount. The warranty period covered under Exhibit C (General Contract Terms and Provisions), Article V (Additional Contractor Obligations), Section 5.7 (Warranties) would not apply to this Contract.

Question 20: How often does bidder provide their own green certified chemicals?

Response: Please refer to the response provided for Question 17.

Question 21: Background required for all employees for any sexual or drug related offenses -- including no felonies. More language needed here on specifics. What are the requirements of the background checks for all employees working on-site with the City?

Response: Requirements are covered under Exhibit C (General Contract Terms and Provisions), Article V (Additional Contractor Obligations), Section 5.13.1 (Criminal Background Certification).

Question 22: Are drug screens required?

Response: Contractor's requirements to provide a Drug-Free Workplace are covered under Exhibit C (General Contract Terms and Provisions), Article IX (City-Mandated

Clauses and Requirements) and set forth in Council Policy 100-17 (please refer to Attachment E).

Question 23: It states that “Contractor” means any person that employs 25 or more individuals. What if we do not employ 25 or more individuals?

Response: While Section 1060 of the California Labor Code defines a “Contractor” as any person that employs 25 or more individuals and that enters into a service contract with the awarding authority, the requirements outlined under the Displaced Janitor Opportunity Act would still apply to an entity that employs less than 25 individuals. Section 1065 of the California Labor Code states that if any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.

Question 24: Emerging Business Enterprise (EBE) – A business whose gross annual receipts do not exceed the amount set by the City Manager. What is the amount set by City Manager to qualify for an Emerging Business Enterprise (EBE)? What are all the criteria set forth in regulations implementing the City’s Small and Local Business Preference Program?

Response: For more information on the SLBE Program including income caps and program requirements, please visit: <https://www.sandiego.gov/eoc/programs/slbe>

Question 25: Provide 3 Performance references familiar with the work performed by your firm which was similar size and nature to the subject solicitation within the last 5 years. We are a newer location in this market. The company has several references. Is it acceptable to provide references from other branches that have performed similar duties?

Response: Yes.

Question 26: I see in the RFP it states that we would need to provide fixed pricing for all 5 years. Would you consider pricing for just year one and allow for an increase each year to account for the minimum wage increase as we are not able to determine the increases in those years?

Response: Please refer to the response provided for Question 16.

Question 27: Are we able to submit supplemental information?

Response: Supplemental information may be provided, but the bid submission must meet the requirements outlined in Exhibit A (Instructions and Requirements).

Question 28: When would the contract start?

Response: Please refer to the response provided for Question 9.



CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPARTMENT
 1200 Third Avenue, Suite 200
 San Diego, CA 92101-4195

INVITATION TO BID (ITB)/CONTRACT (COVER SHEET)
ADDENDUM A

Services: Furnish the City of San Diego with Cleaning of Sludge Hopper Bay Area at Metropolitan Biosolids Center

Solicitation Number: 10054804-16-K

Solicitation Issue Date: June 9, 2015

Bid Due Date and Time (Closing Date): 3:00 p.m. Pacific Time on **June 26, 2015**

Contract Term: As may be required for a period of five (5) years from Effective Date

City Contact: Brent Krohn, Procurement Specialist, BKrohn@sandiego.gov

Recommended Pre-Bid Conference: June 16th, 2015 at 9:30a.m. at MBC, 5240 Convoy Street, San Diego, CA 92111

Recommended Site Inspection: Immediately Following Mandatory Pre-Bid Conference at the Same Address.

Questions and Comments Due: No later than June 18, 2015 at 5:00 p.m. Pacific Time.

The City's Standard Payment Terms are Net 30 Days. Bidders may offer other payment terms (e.g., 2% 20 days) but such terms will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.

State delivery time: 30 days after receipt of order. Discounted terms offered: 2 % 20 Days.

Duration of Offer: By submitting a bid, the bidder guarantees that the offer is firm for ninety (90) calendar days commencing the day following the Closing Date. Bidder agrees to accept a resulting contract subject to the terms and conditions stated herein. If an award is not made during that period, bidder's offer shall automatically extend for another ninety (90) calendar days unless the bidder indicates otherwise in writing thirty (30) calendar days prior to the end of the first ninety (90) calendar day period to the City Contact.

Bidder Property Building Maintenance Services, LLC

Street Address 227 W. Douglas Ave

City El Cajon, CA 92020

Telephone No. 619-581-2840

E-Mail framos.pbms@gmail.com

IF BIDDER'S OFFER IS ACCEPTED BY THE CITY, THIS IS THE CONTRACT. Bidder is required to sign this document and return one (1) original and two (2) copies of their bid in sealed envelopes or cartons to the City Contact. Bidders shall also include an electronic copy of their bid. Bidder agrees to furnish and deliver all goods and/or provide all services set forth or otherwise identified above subject to the terms and conditions specified herein. An original signature below is required. By signing below, the signer declares under penalty of perjury that she/he is authorized to sign this document and bind the bidder to the terms of this Contract.

Signature of Bidder's Authorized
Representative

Signature of the City of San Diego Purchasing
Agent

Approved as to Form
City Attorney

Fernando Ramos

Print Name

Kristina Peraita

Print Name

Christine Leone

Print Name

Director, Sales & Operations

Title

Interim Director Purchasing & Contracting

Title

DCA

Title

Signature

Signature

Signature

Date

Date

Date



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

INVITATION TO BID (ITB)/CONTRACT (COVER SHEET) ADDENDUM A

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City Contact: Brent Krohn, Procurement Specialist, BKrohn@sandiego.gov

Recommended Pre-Bid Conference: June 16th, 2015 at 9:30a.m. at MBC, 5240 Convoy Street, San Diego, CA 92111

Recommended Site Inspection: Immediately Following Mandatory Pre-Bid Conference at the Same Address.

Questions and Comments Due: No later than June 18, 2015 at 5:00 p.m. Pacific Time.

The City's Standard Payment Terms are Net 30 Days. Bidders may offer other payment terms (e.g., 2% 20 days) but such terms will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.

State delivery time: 30 days after receipt of order. Discounted terms offered: 2 % 20 Days.

Duration of Offer: By submitting a bid, the bidder guarantees that the offer is firm for ninety (90) calendar days commencing the day following the Closing Date. Bidder agrees to accept a resulting contract subject to the terms and conditions stated herein. If an award is not made during that period, bidder's offer shall automatically extend for another ninety (90) calendar days unless the bidder indicates otherwise in writing thirty (30) calendar days prior to the end of the first ninety (90) calendar day period to the City Contact.

Bidder Property Building Maintenance Services, LLC

Street Address 227 W. Douglas Ave

City El Cajon, CA 92020

Telephone No. 619-581-2840

E-Mail framos.pbms@gmail.com

IF BIDDER'S OFFER IS ACCEPTED BY THE CITY, THIS IS THE CONTRACT. Bidder is required to sign this document and return one (1) original and two (2) copies of their bid in sealed envelopes or cartons to the City Contact. Bidders shall also include an electronic copy of their bid. Bidder agrees to furnish and deliver all goods and/or provide all services set forth or otherwise identified above subject to the terms and conditions specified herein. An original signature below is required. By signing below, the signer declares under penalty of perjury that she/he is authorized to sign this document and bind the bidder to the terms of this Contract.

Signature of Bidder's Authorized
Representative

Signature of the City of San Diego Purchasing
Agent

Approved as to Form
City Attorney

Fernando Ramos

Print Name

Print Name

Print Name

Director, Sales & Operations

Title

Title

Title

Signature

Signature

Signature

Date

Date

Date

ITB No. 10054804-16-K
QUESTION AND ANSWER

Question 1:

Who is the current contractor?

Answer 1:

Quality Coast Inc.

Question 2

What is the current monthly payment for this facility?

Answer 2:

\$6800

Question 3

What is the current monthly price for Quality Coast?

Answer 3:

\$6800

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Training Certification for Janitorial Personnel

Contractor Standards Pledge of Compliance

Equal Benefits Ordinance Certification of Compliance

Equal Opportunity Contracting forms including the Work Force Report and Contractors

Certification of Pending Actions

Living Wage Ordinance Certification of Compliance

ATTACHMENT

General Contract Terms and Conditions

I. INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope.

1.1 Bid Due Date. Bids must be received by the P&C reception desk prior to the Closing Date indicated on the Cover Sheet. Faxed bids will not be accepted. The City may consider a bid that was mailed before the Closing Date if the City finds that acceptance of the bid is in the City's best interests and there is no possibility of collusion or fraud in the procurement process.

1.2 Pre-Bid Conference. Pre-bid conference information is noted on the ITB's Cover Sheet.

1.2.1 Reserved.

1.2.2 Bidders are required to attend the pre-bid conference. Bidder's failure to attend will result in disqualification.

1.3 Site Inspection. Site inspection information is noted on the ITB's Cover Sheet.

1.3.1 Reserved.

1.3.2 Bidders are required to attend the site inspection. Bidder's failure to attend will result in disqualification.

1.4 Questions and Comments. Written questions and comments must be electronically mailed (e-mailed) to the City Contact identified on the Cover Sheet no later than the date specified on the Cover Sheet. Only written communications relative to the procurement shall be considered. E-mail is the only acceptable method for submission of questions. It is incumbent upon bidders to verify that the City has received their questions and/or comments. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

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

2. Submission of Information and Forms. Bidders shall submit the following completed forms and provide the following information with their bids:

2.1 The completed and executed Cover Sheet

2.2 Exceptions requested by bidder, if any. If a bidder requests an exception, or exceptions, to the Specifications or the City's Contract, including the City's General Contract Terms and Provisions, the bidder must present written factual or legal justification for the request. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form

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

2.5 Reserved

2.6 Reserved

2.7 Reserved

2.8 Reserved

2.9 Living Wage Ordinance Certification of Compliance.

2.10 Equal Benefits Ordinance (EBO) Certification of Compliance.

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

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

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

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

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

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

7. Modifications, Withdrawals, or Mistakes. Bidder is responsible for verifying all prices and extensions before submitting a bid.

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

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

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

9. Public Records. By signing this bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the

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

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

B. BID OPENING

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

C. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder whose bid best meets the City's requirements.

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

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

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

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

D. ANNOUNCEMENT OF AWARD

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

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

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

4. Solicitation Results. No solicitation results can be obtained until the City announces the bid or bids best meeting the City's requirements.

E. PROTESTS

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

F. SUBMITTALS REQUIRED UPON NOTICE AWARD

The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

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

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

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

4. Bond. A bond as described in Specifications.

5. Reserved.

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

II. WAGE REQUIREMENTS

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

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. 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.

3.1 In addition to submitting weekly certified payroll records to the City, for contracts entered into on or after April 1, 2015, Contractor and their subcontractor shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that

underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no Contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or enter into any Contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of subcontractor registration to the City upon request.

9.1 A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

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

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

C. Highest Wage Rate Applies. Contractor is required to pay the highest applicable wage rate where more than one wage rate applies.

III. SPECIFICATIONS

A. SCOPE OF WORK

Bidder shall clean Buildings 76 and 86 at the Metropolitan Biosolids Center in accordance with the specifications contained herein. The work area includes high noise levels and odors from processed sludge which may be objectionable. The bidder will also be required to work at heights up to four (4) levels within the facility.

Contract Site Location

Metropolitan Biosolids Center
5240 Convoy Street
San Diego, CA 92111

Building 76 and 86

B. MANDATORY PRE-BID CONFERENCE AND SITE INSPECTIONS – ADDITIONAL INFORMATION

In addition to the pre-bid conference and site inspection information noted on the ITB's Cover Sheet:

The mandatory pre-bid conference will be held in the Metropolitan Biosolids Center, 5240 Convoy Street, San Diego, CA, 92111 as specified on the Cover Sheet. To find the MBC facility take CA52 exit at Convoy Street (Exit 5) head north toward Landfill, prior to landfill scale turn left at frontage road, follow frontage road around to MBC, area 51 lobby will be on the right as you approach the facility. Park in front of building 51 and enter into lobby and sign in at desk.

The mandatory site inspection will follow the pre-bid conference. The site inspection is the only opportunity for bidders to walk the site with the City staff.

Bidders are responsible for inspecting the work site to verify site conditions and size of areas to be serviced. Failure to do so will not relieve the bidder 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 any lack of knowledge of the sites.

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

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

C. BIDDER'S RESPONSIBILITIES

1. Staffing

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

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

a. Supervision

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

b. Uniforms

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

c. Training

Prior to the start of work on this contract, bidder shall contact the Contract Administrator(s) to obtain a copy of the International Safety Data Sheets (SDS), formerly known as Material Safety Data Sheets (MSDS) for City-provided chemicals and shall train their janitorial staff on safety requirements to include SDS for all chemicals used for this contract (including any City-provided chemicals), Blood Born Pathogen, Personal Protective Equipment, and Injury/Illness Program as required by CAL OSHA, Title 8, Sections 3203, 1926.59, and 5193. Janitorial staff shall be trained in the proper use of green cleaning techniques and products.

The bidder is required to provide certification that janitorial personnel assigned to the contract have received this training. This certification must be submitted to the Contract Administrator prior to the commencement of the contract (use form in Forms section). For new employees being assigned to this contract, the required certification must be provided to the Contract Administrator prior to the commencement of duties. All training shall be provided at the sole expense of the bidder. The City reserves the right to require retraining at the bidder's expense, as determined by the City.

d. Certification

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

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

e. Communication Skills

Bidder shall ensure that at least one (1) member of the onsite janitorial crew, can communicate in English both verbally and in writing. Assigned supervisors shall be capable of completing legible written forms and of understanding oral and/or written instructions in English. This requirement is necessary due to the following reasons, which include but are not limited to:

1. Warnings of emergencies and hazards
2. Preparation of forms and/or reports as required
3. Communication with City staff as required

2. Cleaning Supplies, Chemicals and Equipment

a. Bidder Furnished Supplies and Cleaning Equipment

It is anticipated that the City will provide all required cleaning supplies and equipment for performing specified tasks, as noted in (b) below. However if at any time during this contract, the bidder is required to provide cleaning supplies, they shall be top quality by industry standards, bio-degradable and pre-approved by the Contract Administrator.

b. City Furnished Supplies and Equipment

The City will provide day-to-day janitorial supplies and equipment, such as but not limited to, plastic bags, paper towels, rags, brooms, shovels, scrub brushes, mops, scrapers, shop vacuum, wheelbarrow, and degreasing soap.

The City provided vacuum cleaner may be used to collect dried sludge chips.

The Contract Administrator will initiate the necessary Stores Requisition when notified by the bidder that the supplies need to be replenished. Supplies may be picked up Monday through Friday, 7:00 a.m. to 3:30 p.m. only.

Bidder shall provide a two (2) week notice to the Contract Administrator when supplies need to be replenished.

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

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

Repeated violations of these security regulations by a bidder's employees may be grounds for termination of this contract.

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

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

4. Janitorial Staff Reporting Procedures

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

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

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

5. Bidder Response Time

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

a. Emergency Calls

A supervisor or manager shall respond to emergency telephone calls within fifteen (15) minutes of the call being placed. All actions required to resolve the emergency shall be completed within four (4) hours. Emergency calls are defined as those where the Contract Administrator states an emergency exists and notifies the bidder's office of such emergency. Failure to take appropriate corrective action for emergencies within the time frame may result in deductions and/or termination of the contract.

b. Non-Emergency Calls

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

6. Storm Water Pollution Preventative Regulations

All bidders shall comply with San Diego Municipal Code Section 43.0303, Storm Water Management and Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official, in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of the City of San Diego regardless of location.

7. Safety Requirements

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

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

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

8. Environmental Management System Awareness Program

The Wastewater Treatment and Disposal Division of the City of San Diego's Public Utilities Department has undertaken a voluntary certification in Environmental Management Systems and is committed to Regulatory Compliance, Pollution Prevention, and Continual Improvement (commonly referred to as ISO 14001 certification). The bidder shall be aware of the environment while working at the site under contract which means keeping the site clean, recycling when possible, turning off lights if you are the last one to leave, and reporting any environmental issues. Please contact the Facility Environmental Coordinator at telephone number (858) 654-4289 to report any environmental issues or to obtain additional information regarding this policy.

9. International Safety Data Sheets (SDS)

The bidder is responsible for ensuring that copies of all SDS, formerly known as Material Safety Data Sheets (MSDS), are available at the work site.

For bidder-provided chemicals, the bidder is required to provide a SDS and applicable green certification. Bidder 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. Security Precautions

Janitorial personnel shall not allow anyone on the premises unless that person is specifically assigned by the bidder 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 bidder will ensure that each office or facility is locked upon completion of each cleaning. Offices will not be left open when not attended or when cleaning is conducted out of sight of the open office. Security shall be maintained during the cleaning period and access to any office by anyone except janitorial personnel will not be permitted. When installed, the bidder will properly utilize the security system. Any costs for charges associated with responding to a false alarm caused by janitorial personnel may be deducted from payment to the bidder.

11. Site Inspection Upon Commencement and Turnover of Contract

Within five (5) days upon commencement of contract, the bidder will inspect contract sites with the Contract Administrator to determine if the sites are in compliance with the specifications. If deficiencies are identified, the Contract Administrator may authorize, in writing, a mutually agreed upon one (1) time payment to the bidder to correct the deficiencies. If work is authorized, the bidder will bring the sites into compliance with the contract specifications and thereafter maintain them at that level.

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

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

D. QUALITY OF WORK/INSPECTIONS

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

1. Inspections by Bidder

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

The bidder shall schedule a monthly meeting with the Contract Administrator to evaluate services performed. The bidder shall schedule a regular contact day and time with the Contract Administrator.

Failure to appear for the meeting as scheduled shall be cause for termination.

2. Inspections by City's Contract Administrator

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

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

E. PAYMENTS WITHHELD

The City may withhold payment for services not performed and for unsatisfactory or substandard work not corrected to the satisfaction of the Contract Administrator within the time specified. Such deductions shall not prevent the City from proceeding with termination of the contract in accordance with Section 4.3 (City's Right to Terminate for Default) of the General Contract Terms and Provisions revised October 13, 2014.

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

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

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

F. SPECIFIC PROVISIONS

1. Pricing

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

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

2. Square Footages Listed

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

3. Quality Assurance Meetings

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

4. Enforcement of Contract

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

5. Non-interference with City Operations

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

6. Cooperation and Transition

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

7. Displaced Janitor Opportunity Act

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

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

G. JANITORIAL SERVICE REQUIREMENTS

1. Staffing and Work Schedule

Bidder shall provide two (2) laborers five (5) days a week, Monday through Friday, including City observed holidays, except for New Year's Day, Thanksgiving Day, and Christmas Day. Each laborer shall work an eight (8) hour shift daily (excluding a half hour lunch break). Shifts may start as early as 5:30 a.m. and end as late as 3:30 p.m.

The bidder shall submit a work schedule for each employee prior to commencement of the contract. The bidder shall also notify the Contract Administrator of any schedule changes.

Bidder shall maintain a sufficient number of trained staff to cover illness, emergency leave, vacations, etc. for staff assigned to this contract.

A daily inspection may be conducted by the Contract Administrator. Any discrepancies will be noted and emailed or faxed to the bidder.

2. City Observed Holidays

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

3. Reporting Procedures

All assigned personnel shall sign in upon reporting for work and shall sign out prior to leaving work on the log in the lobby of Building 51 in accordance with Section III, paragraph C, item #1 on page 14.

4. Bidder Provided Personal Protective Equipment (PPE)

Bidder is responsible for providing all personal protective equipment. The following PPE is required of bidder's staff while performing work under this contract; hard hats, safety boots, approved eye protection, hearing protection (ear plugs), long pants and short-sleeve shirts. The following PPE is strongly recommended; work or latex gloves, rubber boots for wash down, paper suits and paper face mask or respirator.

5. Cleaning Tasks

A. BUILDING 76 (approximately 24,948 sq. ft.)

Daily Tasks (Monday through Friday)

1. Wipe up or direct any pooling water in area to proper drains to eliminate any hazards

Two (2) Times a Week (Tuesday and Friday)

2. Wash down floor area around each pump to keep clean and free of debris.
3. Collect any accumulation of sludge into a wheelbarrow and deposit in bins located in truck load out area.
4. Wipe off all pumps, hydraulic tanks, and electrical control panels. Care must be used when wiping front panel of electrical box.

One (1) Time a Week (Wednesday)

5. Sweep stairs from ground level to second floor.

B. BUILDING 86 (Four (4) levels; approximately 32,400 sq. ft.)

Daily Tasks (Monday through Friday)

1. The scales in the "truck scale area" shall be cleaned each time a truck enters or leaves the scales. Sludge falls from trucks or the load net bin

continually and requires clean up throughout the shift. Sludge shall be shoveled into a wheelbarrow and deposited into designated bins.

2. Truck entrance and exit area shall be swept to keep area clean.
3. Clean pump areas under silos by shoveling any sludge which falls from the silo gear boxes or pumps into a wheelbarrow and depositing into designated bins.
4. Wash down areas around each pump to keep clean and free of debris.
5. Sweep all levels to include shoveling any sludge deposits into a wheelbarrow and placing into designated bins on the ground floor.
6. Sweep area where operator stands to load trucks daily.
7. Sweep stairwells at center of floor from ground floor to 4th level.

One (1) Time a Week (Thursday)

8. Sweep tops of two (2) conveyor bins and tops of eight (10) sludge silos on level 4.
9. Wipe down eight (10) pumps and electrical display panels. Care must be used when wiping down front panel of electric box.
10. Wipe down four (4) hydraulic power units.
11. Scrub floors around each pump using degreaser soap to reduce oil and grime build-up.
12. Wipe down walls splattered with sludge or oil.

One (1) Time Every Two (2) Weeks

13. Sweep down three (3) outside stairwells from ground level to level 4. Stairwells are located on the North, West, and East sides of the building.

Monthly

14. Clean sides of weigh/mix bins (two (2) units which extend from level 2 to level 3).
15. Wipe any stains or sludge chips accumulated in bin side framing.
16. Care must be taken to stay clear of motorized drive units located on the ends of bins.

Miscellaneous Tasks

17. Assist City staff in cleaning sludge spillage as needed.

18. Perform other cleaning tasks as requested by the Contract Administrator.

6. Extra Cleaning Services

The bidder may be called upon to provide extra cleaning service under this contract. No extra services, however, shall be performed without specific written authorization and instructions from the Contract Administrator. Any additional services performed without prior authorization from the Contract Administrator or Back Up Contract Administrator shall be considered unauthorized and shall not obligate the City to pay for such services. Extra cleaning services shall be listed separately on invoices and a copy of the written authorization must be attached. No travel time shall be charged.

JANITOR'S DAILY CLEANING CHECKLIST

Facility: **Building 76**

Date: _____

	JANITOR					CITY INSPECTOR	
	Initial and date each task when completed					Completed Satisfactorily	
	M	T	W	Th	F	YES	NO
Daily (Monday through Friday): 1) Wipe up or direct any pooling water in area to proper drains to eliminate any hazards.							
Two (2) Times a Week (Tuesday & Friday): 2) Wash down floor area around each pump to keep clean and free of debris.							
3) Collect any accumulation of sludge into a wheelbarrow and deposit in bins located in truck load out area.							
4) Wipe off all pumps, hydraulic tanks, and electrical control panels. Care must be used when wiping front panel of electrical box.							
One (1) Time a Week (Thursday): 5) Sweep stairs from ground level to second floor.							

Date and Time contractor notified of discrepancies: _____

Response Time (if emergency): _____

Date discrepancies satisfied: _____

Inspection conducted by: _____ Date: _____

NOTE: Janitor to place a checkmark (✓) in box each day task is completed.

LEGEND: M = Monday
 Th = Thursday
 T = Tuesday
 F = Friday
 W = Wednesday

JANITOR'S DAILY CLEANING CHECKLIST

Facility: **Building 86**

Date: _____

	JANITOR					CITY INSPECTOR	
	Initial and date each task when completed					Completed Satisfactorily	
	M	T	W	Th	F	YES	NO
Daily (Monday through Friday):							
6) The scales in the "truck scale area" shall be cleaned each time a truck enters or leaves the scales. Sludge shall be shovelled into a wheelbarrow and deposited into designated bins.							
7) Truck entrance and exit area shall be swept to keep area clean.							
8) Clean pump areas under silos by shovelling any sludge which falls from the silo gear boxes or pumps into a wheelbarrow and depositing into designated bins.							
9) Wash down areas around each pump to keep clean and free of debris.							
10) Sweep all levels to include shovelling any sludge deposits into a wheelbarrow and placing into designated bins on the ground floor.							
11) Sweep area where operator stands to load trucks daily.							
12) Sweep stairwells at center of floor from ground floor to 4th level.							
One (1) Time a Week (Thursday):							
13) Sweep tops of conveyor bins (2) and tops of sludge silos (10) on level 4.							
14) Wipe down pumps (10) and electrical display panels. Care must be used when wiping down front panel of electrical box.							
15) Wipe down hydraulic power units (4).							

16) Scrub floors around each pump using degreaser soap to reduce oil and grime build-up.						
17) Wipe down walls splattered with sludge or oil.						
18) Sweep the Operations Control area on the mezzanine of level 2.						

Date and Time contractor notified of discrepancies: _____

Response Time (if emergency): _____

Date discrepancies satisfied: _____

Inspection conducted by: _____ Date: _____

NOTE: Janitor to place a checkmark (✓) in box each day task is completed.

LEGEND: M = Monday
Th = Thursday
T = Tuesday
F = Friday
W = Wednesday

JANITOR'S SEMI -MONTHLY AND MONTHLY CLEANING CHECKLIST

Facility: Building 86 Date: _____	JANITOR Initial and date each task when completed	CITY INSPECTOR Completed Satisfactorily	
One Time Every Two (2) Weeks: 20) Sweep down outside stairwells (3) from ground level to 4 th level. Stairwells are located on north, west, and east sides of building.		YES	NO
Monthly: 21) Clean sides of weigh/mix bins (2 units which extend from level 2 to level 3).			
22) Wipe any stains or sludge chips accumulated in bin side framing. (Care must be taken to stay clear of motorized drive units located on the ends of bins.)			

Date and Time contractor notified of discrepancies: _____

Response Time (if emergency): _____

Date discrepancies satisfied: _____

Inspection conducted by: _____ Date: _____

- H. PERFORMANCE BOND.** The bidder shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to twenty-five percent (25%) of the Contract amount, conditional for the performance of the Contract.

The performance bond shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the bidder in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

- I. ADDITIONAL INSURANCE.** In addition to the requirements of the City of San Diego's General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts Article VII, Contractor shall provide, at its sole cost and expense, evidence of 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 bidder against loss by the theft or mysterious disappearance of property by any of bidder's employees or third parties while said property is in the care, custody, or control of the bidder resulting directly or indirectly from the performance or execution of the bidder or subcontract thereunder.

- J. CONTRACT ADMINISTRATOR.** The City of San Diego's General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts Article II, Section 2.1 is deleted and replaced by the following language:

The Contract Administrator for this Contract is the Public Utilities Department's Plant Maintenance Supervisor, as identified below. The Contract Administrator is responsible for overseeing and monitoring this Contract. The Purchasing Agent must sign all Contract amendments.

Plant Maintenance Supervisor – Public Utilities Department

Ramon Villarreal:

Telephone No.: (858) 614-5823;

Facsimile No.: (858) 614-5830;

Email: REVillarreal@sandiego.gov

Back Up:

Senior Plant Technician Supervisor - Public Utilities Department

John Medina:

Telephone No.: (858) 614-5828;

Facsimile No.: (858) 614-5830;

Email: JMedina@sandiego.gov

IV. PRICING PAGE(S)

A. Pricing.

1. City's Estimated Need.

Item	Est. Annual Qty.	U/M	Description	Unit Cost	Annual Cost
1.	4,160	Hour	Two (2) Laborers, five (5) days a week, Monday through Friday, eight (8) hour shifts (excluding a thirty (30) minute lunch break as specified in this contract)	\$ 18.00 /Per Hour	\$ 74,880.00
2.	20	Hour	Extra Cleaning Service	\$ 35.00 /Per Hour	\$ 700.00
TOTAL:					\$ 75,580.00

***Item 1: Est. Annual Qty. = (40 hrs per week) x (52 wks per year) x (2 Laborers)**

2. Discounts. Any discount offered other than for prompt payment should be included in the net price quoted instead of shown as a separate item.

3. Prices Submitted or Corrected. All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the bid.

4. Reserved.

5. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

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

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

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

V. CONTRACT

A. Contract Documents. The following documents comprise the Contract between the City and Contractor: this ITB and Cover Sheet; the successful bid; the Notice of Intent to Award; the City's written acceptance of exceptions or clarifications to the ITB, if any; and the City's General Contract Terms and Provisions.

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

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

- 1st This ITB and Cover Sheet
- 2nd The City's written acceptance of any exceptions to clarifications to the ITB, if any
- 3rd Specifications and any addenda thereto
- 4th Contractor's Pricing Page(s)
- 5th All sections of the ITB not identified above
- 6th City's General Contract Terms and Provisions

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

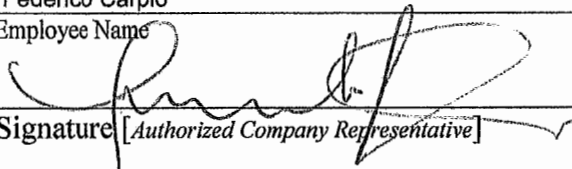
E. Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another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

TRAINING CERTIFICATION FOR JANITORIAL PERSONNEL

Company's Name: Property Building Maintenance Services, LLC

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	X		
Blood Born Pathogen Training	X		
Personal Protective Equipment Training	X		
Injury/Illness Program Training	X		
Employee(s) has/have been trained in safety and emergency procedures	X		
Employee(s) has/have been furnished with appropriate uniform	X		

<u>Ramon Cervantes</u> Employee Name	<u>01/16/2015</u> Facility Assigned
<u>Ricky Alvarado</u> Employee Name	<u>01/16/2015</u> Facility Assigned
<u>Isidro Sanchez</u> Employee Name	<u>01/16/2015</u> Facility Assigned
<u>Julia Chavira</u> Employee Name	<u>01/16/2015</u> Facility Assigned
<u>Leonel Gonzalez</u> Employee Name	<u>01/16/2015</u> Facility Assigned
<u>Federico Carpio</u> Employee Name	<u>01/16/2015</u> Facility Assigned
 Signature [Authorized Company Representative]	<u>6/25/15</u> Date
<u>Fernando Ramos</u> Printed Name	<u>Director of Sales & Operations</u> Title



CITY OF SAN DIEGO
Public Utilities Department
Wastewater Treatment and Disposal Division
Operation Support Group

Biosolids Certification Package
May 1, 2020 – May 31, 2020

Contents:

Title 22 analysis page.

40 CFR 503 certification for inorganic pollutant concentrations and limits.

Metropolitan Biosolids Center “Class B” Certification statement as per U.S. EPA 40 CFR Part 503 Standards For the Use and Disposal of Bulk Sewage Sludge.

Point Loma Wastewater Treatment Plant “Class B” Certification statement as per U.S. EPA 40 CFR Part 503 Standards For the Use and Disposal of Bulk Sewage Sludge.

Fractional Volatile Solids Reduction (FVSR) and VAR Certification statement.
FVSR calculations page
Raw and digested TVS data page

**CITY OF SAN DIEGO
PUBLIC UTILITIES DEPARTMENT**

**BIOSOLIDS CERTIFICATION STATEMENT
for
MEETING PATHOGEN REDUCTION REQUIREMENTS
May 1, 2020 – May 31, 2020**

The following pathogens reduction requirement has been prepared in accordance with U.S. Environmental Protection Agency 40 CFR Part 503 Standards for the use and disposal of bulk sewage sludge from the Metro Biosolids Center Operated by the City of San Diego, Public Utilities Department.

503.17 (a)(4)(i)(C) - A description of how the Class B pathogens requirement in 503.32 (b) (3) is met.

At the City of San Diego Metropolitan Biosolids Center sludge undergoes anaerobic, high rate, mesophilic digestion that meets 503 regulations for detention time and temperature.

503.17 (a)(4)(i)(B) - Certification statement for meeting pathogens reduction requirements.

I certify, under penalty of law, that the Class B pathogen requirements in 503.32 (b)(3) have been met. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the pathogen requirements have been met. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment.

For The City of San Diego
Public Utilities Department

By:  _____

Date 7/14/20

Richard Pitchford
Superintendent
Wastewater Treatment and Disposal Division
Metropolitan Biosolids Center

**CITY OF SAN DIEGO
PUBLIC UTILITIES DEPARTMENT**

**BIOSOLIDS CERTIFICATION STATEMENT
for
MEETING PATHOGEN REDUCTION REQUIREMENTS
May 1, 2020 – May 31, 2020**

The following pathogens reduction requirement has been prepared in accordance with U.S. Environmental Protection Agency 40 CFR Part 503 Standards for the use and disposal of bulk sewage sludge from the Metro Biosolids Center Operated by the City of San Diego, CA, Public Utilities Department.

503.17 (a)(4)(i)(C) - A description of how the Class B pathogens requirement in 503.32 (b) (3) is met.

At the City of San Diego Point Loma Wastewater Treatment Plant sludge undergoes anaerobic, high rate, mesophilic digestion that meets 503 regulations for detention time and temperature.

503.17 (a)(4)(i)(B) - Certification statement for meeting pathogens reduction requirements.

I certify, under penalty of law, that the Class B pathogen requirements in 503.32 (b)(3) have been met. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the pathogen requirements have been met. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment.

For The City of San Diego
Public Utilities Department

By: 

Date 7/15/20

David Marlow
Superintendent
Wastewater Treatment and Disposal Division
Point Loma Wastewater Treatment Plant

**CITY OF SAN DIEGO
PUBLIC UTILITIES DEPARTMENT
CERTIFICATION STATEMENT**

In Compliance with
U.S. Environmental Protection Agency 40 CFR Part 503 Standards
For the Use and Disposal of Bulk Sewage Sludge from the
Metro Biosolids Center
Operated by the City of San Diego Public Utilities Department

VECTOR ATTRACTION REDUCTION

The daily fractional volatile solids reduction (FVSR) values were calculated using the Van Kleck Equation and raw and digested sludge volatile solids for the month of MAY 2020 from locations based on the following information from Operations staff:

All sludge sent to Metro Biosolids Center (MBC) from the Pt. Loma WWTP is pumped from Digester 7.
Only North City Water Reclamation Plant (NCWRP) raw sludge is going to MBC digesters.
The MBC thickened sludge samples are representative of the raw sludge from NCWRP.
MBC is using Digester No.1 for sludge processing.

The following determinations of volatile solids were done using approved methods by a laboratory certified by the State of Arizona (Cert. No. AZ0783)


60.5 % Average Volatile Solids Reduction for the Pt. Loma WTP sludge digestion process.
62.9 % Average Volatile Solids Reduction for the sludge MBC treats from the NCWRP.

Both streams ~~do~~ / ~~do not~~ meet 38% FVSR criteria.



Environmental Chemistry Laboratory Senior Chemist

Date 6/30/2020

I certify that the sludge samples taken and used in these determinations were taken and handled under my direction and supervision using approved methods and are representative samples of actual operational conditions.


Wastewater Treatment Superintendent
Metro Biosolids Center (MBC)

7/14/20
Date


Wastewater Treatment Superintendent
Pt. Loma Wastewater Treatment Plant


7/15/20
Date

**CERTIFICATION STATEMENT
VECTOR ATTRACTION REQUIREMENTS**

I certify, under penalty of law, the vector attraction reduction requirement in Paragraph 503.33 (b) (1) which states that:

The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38 percent, has been met. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the vector reduction requirements have been met. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment.

By:


Chief Plant Operator
Wastewater Treatment and Disposal

7/15/20
Date

FVSR (Fractional Volatile Solids Reduction)

$$FVSR = \frac{VS_p - VS_b}{VS_p - (VS_p * VS_b)} = \frac{Vol.solids Raw - Vol.solids Digested}{Vol.solids Raw - (Vol.solids Raw * Vol.solids Digested)}$$

Where: VS_p = Volatile Solids Feed Sludge (RAW SLUDGE),
 VS_b = Volatile Solids Digested Sludge (DIG SLUDGE), currently only digester 7 is used for the calculation.

Volatile Solids (VS) is expressed as fractional numbers.

Average Volatile Solids for MAY 2020

Average %TVS Digested Sludge (Digester 7) for the month.	Average Raw (feed) sludge %TVS for the month	Calculated FVSR (%)
CA Lab data used	CA Lab data used	CA Lab data used
58.2	77.9	60.5%

Average Volatile Solids for MAY 2020

Average %TVS Digested Sludge (MBC Dig 1) for the month.	Average Raw (feed) sludge (MBC_TSBTC) %TVS for the month	Calculated FVSR (%)
CA Lab data used	CA Lab data used	CA Lab data used
63.6	82.5	62.9%

PROTOCOL: SM2540G/EPA160.4
 MDL(%): 0.24
 LCS TRUE VALUE: 3.9

ANALYSIS DATE: 5/6/2020

BATCH ID: 20127TS24
ANALYSIS: TS/VS_SLDG
ANALYST: TJCANNON


[illegible]

POINT LOMA WASTEWATER TREATMENT PLANT
CALIFORNIA HAZARDOUS WASTE IDENTIFICATION TESTS (Title 22)
Metro Biosolids Center Dewatered Sludge
From 01-MAY-2020 to 31-MAY-2020

Source: MBCDEWCN
Sample ID: P1165500
Sample Date: 31-MAY-2020

Constituent	MDL	Units	Total	Total	TTL	W.E.T.	STLC	40 CFR 503	CA Health & Safety
			Dry Wt.	Wet Wt.	Wet Wt.	Wet Wt.	Wet Wt.	Limits **	code ***
			mg/Kg	mg/Kg	mg/Kg	mg/L	mg/L	mg/Kg	mg/Kg
Antimony	0.3	MG/KG	4.85	1.38	500	*	15.00		
Arsenic	0.31	MG/KG	ND	ND	500	*	5.00	41	
Barium	0.31	MG/KG	270	77	10000	*	100.00		
Beryllium	0.01	MG/KG	0.089	0.025	75	*	.75		
Cadmium	0.03	MG/KG	0.761	0.217	100	*	1.00	39	
Chromium (VI)			NA		500	NA	5.00		
Chromium	0.1	MG/KG	52.0	14.8	2500	*	560.00	1,200	
Cobalt	0.1	MG/KG	3.53	1.01	8000	*	80.00		
Copper	2.4	MG/KG	569	162	2500	*	25.00	1,500	2,500
Lead	0.2	MG/KG	12.4	3.53	1000	*	5.00	300	350
Molybdenum	0.1	MG/KG	15.3	4.36	3500	*	350.00		
Mercury	0.059	MG/KG	0.618	0.176	20	*	0.20	17	
Nickel	0.6	MG/KG	24.1	6.87	2000	*	20.00	420	2,000
Selenium	0.49	MG/KG	6.16	1.76	100	*	1.00	100	
Silver	0.27	MG/KG	2.66	0.758	500	*	5.00		
Thallium	0.2	MG/KG	ND	ND	700	*	7.00		
Vanadium	0.1	MG/KG	34.6	9.86	2400	*	24.00		
Zinc	0.8	MG/KG	904	258	5000	*	250.00	2,800	
Fluoride	1	MG/KG	141	40.2	18000	*	180.00		
Sulfides-Reactive	38	MG/KG	ND	ND					
Sulfides-Total	1400	MG/KG	20000	5700					
Total Solids		WT%	28.5						
Total Volatile Solids		WT%	59.5						
pH		PH	8.17		>2 - <12				
Ammonia-N	76	MG/KG	5600						
Nitrite Nitrate Calc		MG/KG	1.53#						
Organic Nitrogen Calc.		MG/KG	45000						
Total Kjeldahl Nitrogen		MG/KG	50600			NA			
Aldrin	0.0006	MG/KG	ND	ND	1.4	*	.14		
2,4-D	0.35	MG/KG	ND	ND	100	*	10.00		
Chlordanes	0.0016	MG/KG	ND	ND	2.5	*	.25		
DDT, DDE, DDD	0.0011	MG/KG	ND	ND	1.0	*	.10		
Dieldrin	0.0006	MG/KG	0.01	0.002	8.0	*	.80		
Endrin	0.0011	MG/KG	ND	ND	0.2	*	.02		
Heptachlor	0.0005	MG/KG	ND	ND	4.7	*	.47		
Kepone			NA	NA	21	NA	2.10		
Lindane	0.928	MG/KG	ND	ND					
BHC, Total	0.001	MG/KG	ND	ND	4.0	*	.40		
Methoxychlor	0.0007	MG/KG	ND	ND	100	*	10.00		
Mirex	0.0012	MG/KG	ND	ND	21	*	2.10		
Pentachlorophenol	13.9	MG/KG	ND	ND	17	*	1.70		
PCBs (Aroclors)	2.32	MG/KG	ND	ND	50	*	5.00		
Toxaphene	0.17	MG/KG	ND	ND	5	*	.50		
Trichloroethene	0.021	MG/KG	ND	ND	2040	*	204.00		
2,4,5-TP	0.35	MG/KG	ND	ND	10	*	1.00		

On the basis of these analyses, I certify that this dried sludge is non-hazardous as defined by California Code, Title 22, Section 66699.


Elvira Mercado, Senior Chemist, Environmental Chemistry Laboratory

TTL = Total Threshold Limit Concentration.
STLC = Soluble Threshold Limit Concentration.
W.E.T. = Waste Extraction Technique.
* = The total wet concentration is less than 10 times the STLC. Therefore, by definition, this substance is present in concentration that is less than the limit for hazardous wastes.
** = Limits are in mg/Kg (dry weight) based on 40 CFR part 503.13 Table 3 "Limits for Land Application".
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MDL = Method Detection Limit (mg/Kg per dry weight; except for pH and Total and Volatile Solids)
MBCDEWCN = Metro Biosolids Center Dewatered Centrifuged Sludge.
= Nitrate Sample analyzed outside holding time; sample result not included in average calculations.

CERTIFICATION STATEMENT
In Compliance With
U.S. Environmental Protection Agency 40 CFR Part 503 Standards
For the Use and Disposal of Bulk Sewage Sludge from the
Metro Biosolids Center
Operated by the
City of San Diego Public Utilities Department

Monthly Sludge Composite Certification - Centrifuge Dewatered Sludge

I. INORGANIC POLLUTANT CONCENTRATIONS: The results of analyses below are for a composite sample of daily centrifuged dewatered sludge samples taken from the centrifuges over the calendar month of May 2020.

Metals from Table 3 of Paragraph 503.13†
(All concentrations in dry weight)

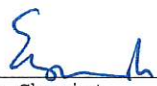
Parameter	Value	Units	503 Limit	Units
Arsenic	ND	mg/Kg	41	mg/Kg
Cadmium	0.761	mg/Kg	39	mg/Kg
Chromium	52.0	mg/Kg	1,200	mg/Kg
Copper	569	mg/Kg	1,500	mg/Kg
Lead	12.4	mg/Kg	300	mg/Kg
Mercury	0.618	mg/Kg	17	mg/Kg
Molybdenum	15.3	mg/Kg	75	mg/Kg [^]
Nickel	24.1	mg/Kg	420	mg/Kg
Selenium	6.16	mg/Kg	100	mg/Kg
Zinc	904	mg/Kg	2,800	mg/Kg
Total Nitrogen#	5.06	Wt %		
Date of Sample	31-May-2020			
Total Solids	28.5	Wt %		
Volatile Solids	59.5	Wt %		

† Also conforms to Table 2-Monthly Average Pollutant Concentration of the Arizona Administrative Code Title 18, Chapter 9.

[^] Limits for Molybdenum taken from 2009 version of 40 CFR part 503.13 Table 1, Ceiling Concentrations

Value is a sum calculation of Total kjeldahl nitrogen, Nitrate as N and Nitrite as N.

Based on this month's analysis and the results of analyses of monthly sludge composite samples for the previous year, no parameter in the described sludge stream exceeds 40 CFR Part 503 Standards for land application.



Senior Chemist
Environmental Chemistry Laboratory,
California State ELAP Cert. No. 1609

6/30/2020

Date

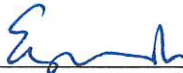
VAR CERT. Form
Revised 7/6/2000

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Metro Biosolids Center Dewatered Sludge
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Source: MBCDEWCN
Sample ID: P1165500
Sample Date: 31-MAY-2020

Constituent	MDL. Units	Total		TTL	W.E.T.	STLC	CA Health & Safety code	
		Dry Wt.	Wet Wt.				40 CFR 503 Limits **	Limits ***
		mg/Kg	mg/Kg	mg/Kg	mg/L	mg/L	mg/Kg	mg/Kg
Antimony	0.3 MG/KG	4.85	1.38	500	*	15.00		
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On the basis of these analyses, I certify that this dried sludge is non-hazardous as defined by California Code, Title 22, Section 66699. All determinations were done using approved methods by laboratories certified by the State of Arizona (Cert. No. AZ0783).



Elvira Mercado, Senior Chemist, Environmental Chemistry Laboratory

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Metals from Table 3 of Paragraph 503.13†
(All concentrations in dry weight)

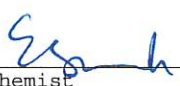
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Based on this month's analysis and the results of analyses of monthly sludge composite samples for the previous year, no parameter in the described sludge stream exceeds 40 CFR Part 503 Standards for land application.



Senior Chemist
Environmental Chemistry Laboratory,
Arizona State Cert. No. AZ0783



Date

VAR CERT. Form
Revised 7/6/2000

TOTAL KJELDAHL NITROGEN SOLIDS

ANALYST: LPANTOJA

1

1st Entry	2nd Entry	Final Entry

CITY OF SAN DIEGO, CALIFORNIA

COUNCIL POLICY

C U R R E N T

SUBJECT: DRUG-FREE WORKPLACE/CITY CONTRACTORS
POLICY NO.: 100-17
EFFECTIVE DATE: May 20, 1991

BACKGROUND:

The issue of substance abuse, the misuse of both legal and illegal drugs, has been identified as a major problem. It is well documented that substance abuse in the workplace can negatively impact employee performance, worker safety and the safety of the general public.

PURPOSE:

It is the intent of the City Council that the City of San Diego take a leadership role in addressing the issue of drug abuse in the workplace. It is the purpose of this policy to establish the requirement that all City construction contractors, consultants, grantees and providers of non-professional services agree to comply with this Drug-Free Workplace Policy.

POLICY:**Section 1. Definitions**

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

Section 2. City Contractor Requirements

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

COUNCIL POLICY

C U R R E N T

- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The person's or organization's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (d) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Posting the statement required by subdivision (1) in a prominent place at contractors main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- B. Contractors shall include in each subcontract agreement language which indicates the subcontractor's agreement to abide by the provisions of subdivisions (1) through (3) inclusive of Section 2A. Contractors and subcontractors shall be individually responsible for their own drug-free workplace programs.

HISTORY:

Adopted by Resolution R-277952 05/20/1991