



REPORT

DATE ISSUED: November 8, 2005 **ITEM 107**

REPORT NO: HCR05-103
For the Agenda of December 2, 2005

SUBJECT: Award of Janitorial Cleaning Services Contract (Citywide)

SUMMARY

Issue: Should the Housing Commission approve the award of a contract to Jani-King of California, Inc. for janitorial cleaning services at Housing Commission owned and managed sites throughout the city?

Recommendation: Approve the award of contract for an amount not to exceed \$150,000 to Jani-King of California, Inc., for the period of one-year with four additional one-year options, and authorize the President & Chief Executive Officer to execute the contract (Attachment 1).

Fiscal Impact: Funding for this contract is allocated as follows:

Certificate No. 06-067
Amount: \$150,000
Revenue Source: Various
Division: Housing Programs
Line Item: Maintenance Contracts/Janitorial Services

Equal Opportunity Statement: Jani-King of California, Inc. is not certified as a Disadvantaged, Women Owned or Disabled Veteran Business Enterprise. A Certificate of Compliance and a Workforce Analysis has been provided and shows that this vendor is in compliance with the San Diego Housing Commission Equal Opportunity Program. Information on the Workforce Analysis (Attachment 2) indicates that sixty-eight percent (68%) of the company’s workforce is disadvantaged.

Environmental Review: This action is categorically exempt from the provisions of CEQA pursuant to State CEQA Article 19 Guidelines Section 15301 (existing



facilities). It is also categorically excluded from the provisions of NEPA under the provisions of 24 Code of Federal Regulations 58.35(b).

BACKGROUND

The Housing Commission (SDHC) provides make-ready janitorial cleaning services at unit turnover at all SDHC owned and/or managed developments on an as needed basis.

DISCUSSION

On September 7, 2005, a Request for Proposals was issued for this service. Proposal advertisements were placed in the *San Diego Union Tribune*, the *San Diego Daily Transcript*, *La Prensa* and the *Voice and Viewpoint*.

On September 26, 2005, a pre-proposal conference was conducted with nine (9) firms in attendance. During the response period, a total of seventeen (17) proposal packages were provided to interested contractors and plan rooms.

At the closing on October 17, 2005, proposals were received and on October 24, 2005, the Proposal Evaluation Committee met to rank the proposals based on the following criteria: Cost (60%), Experience (20%), and Qualifications (20%).

Bidder	Responsive Bidder	DBE	Total Score
Mrs. Cleaning	Yes	No	225
Genie's Maid	Yes	No	246
Accredited Cleaning Services	Yes	No	258
Aztec Janitorial Services	Yes	Yes	213
Too Clean	No	Yes	N/A
Jani-King of California, Inc	Yes	No	300
Senior Assistant	No	No	N/A

Staff analysis indicates that Jani-King of California, Inc. has provided the most advantageous response and is capable of performing this service.

Respectfully submitted,

Steve Snyder
Director of Facilities

**Signature on File
With Original Document**

Approved by,

Elizabeth C. Morris
President & Chief Executive Officer

For the Agenda of December 2, 2005
Award of Janitorial Cleaning Services Contract
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Attachment: 1- Contract
2- Workforce Analysis

Attachment 1

SAN DIEGO HOUSING COMMISSION

AGREEMENT FOR

JANITORIAL CLEANING SERVICES

WITH

JANI-KING OF CALIFORNIA, INC

THIS AGREEMENT, entered into the ____ day of _____ December _____ 2005, _

between the Commission:

SAN DIEGO HOUSING COMMISSION
1625 Newton Avenue
San Diego, California 92113
(619) 231-9400

and the Contractor:

JANI-KING OF CALIFORNIA, INC.
San Diego Region
7592 Metropolitan Drive
Suite 406
San Diego, CA 92108

101. DESCRIPTION OF WORK

Contractor shall provide Janitorial Cleaning Services to the Commission as generally described in the specifications/scope of services attached hereto.

102. CONTRACT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

1. *General Provisions, Contract Attachment No. 1*
2. *Specifications/Scope of Service, Contract Attachment No. 2*
3. *Compensation Schedule, Contract Attachment No. 3*
4. *Certificate of Compliance, Contract Attachment No. 4*

103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective January 1, 2006 through December 31, 2006. The San Diego Housing Commission, at its discretion, may extend this contract for four (4) additional one (1) year periods.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Compensation Schedule", attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**. Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission.

Further, the COMMISSION may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the COMMISSION and/or the Housing Authority of the City of San Diego fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the contractor's staff. Such requisition shall: (1) reference the Contract number assigned hereto; (2) describe the services performed in detail, as specified in Contract Attachment No. 2; and (3) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth (30) day of a given month if the requisition is submitted to the Commission no later than the first (1st) day of said given month. Payments will be made to Contractor at the address given above.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

JANI-KING OF CALIFORNIA, INC.

By: _____
Signature

Title: _____
License Number

Business Address
San Diego Region
7592 Metropolitan Drive
Suite 406
San Diego, CA 92108

SAN DIEGO HOUSING COMMISSION

By: _____
Carrol Vaughan
Signature

Title: _____
Executive Vice President & Chief Executive Officer

Business Address
San Diego Housing Commission
9550 Ridgehaven Court
San Diego, CA 92123

APPROVED AS TO FORM
CHRISTENSEN SCHWERDTFEGER & SPATH LLP

By: _____
Charles B. Christensen, Esq.
General Counsel
San Diego Housing Commission

Date: _____

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This contract calls for the performance of the services of the consultant as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his/her/its own file or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Contract (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this contract or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

- a. For the duration of this Contract, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.
- b. A conflict occurs when circumstances, known to the Contractor, place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.
- c. In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either. Should no agreement regarding modification be reached, Commission may terminate its contract with Contractor.
- d. When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Commission for the benefit of any other client.

- e. Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.
- f. This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

205. Contractor's Liability

- a. The Contractor shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.
- b. Contractor shall indemnify and hold harmless the Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:
 - 1. For damages to real or personal property, or personal injury to any third party resulting from the negligence of Contractor, its employees or its agents; or
 - 2. For any breach of any obligations, duties or covenants of Contractor under this Contract or transactions related to it.

206. Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

- a. Contractor shall provide public liability and property damage insurance in the minimum amount of one million dollars (\$1,000,000) for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the Commission, Contractor, its Subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of work under this Agreement.
- b. Contractor shall purchase and maintain in full force and effect workers' compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Commission during the full term of this Contract.
- c. Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than five hundred thousand dollars (\$500,000) per occurrence.
- d. All insurance required to be purchased and maintained by the Contractor shall name the Commission, the Housing Authority of the City of San Diego and the City of San Diego as additional

insureds and shall contain cross-liability endorsements.

- e. The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least thirty (30) days prior written notice will be given to the Commission in the event of cancellation, reduction or non-renewal of the insurance.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Contract, the Contractor agrees as follows:

- a. Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the contractor will report to the project manager payments made to all vendors by month, contract to date and percentage of overall contract value.
- b. Contractor and each Subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Workforce Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.
- c. Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, religion, ancestry, gender, disability or national origin. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin.
- d. If any under-representation is found after submission of contractor's workforce report, the Commission may request an equal employment opportunity plan (EEOP). An acceptable plan to correct the identified underrepresented categories must be submitted within thirty (30) days. Once the EEOP has been approved by the Commission, the contractor must adhere to said plan. In the case of multi-year contracts, the contractor will be required to submit annual workforce reports and EEOP updates as requested.
- e. Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be disbarred from participating in Commission projects for not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

- a. No services covered by this Contract shall be subcontracted without the prior written consent of the Commission.
- b. In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.
- c. The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

211. Assignability

- a. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Commission.
- b. Claims for money due or to become due to the Contractor from the Commission under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Commission may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Contract.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

- a. Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

- b. When multiple documents or written reports are the subject or product of the Contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

214. Termination

This Contract may be terminated by the Commission on thirty (30) days' written notice to the contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

215. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

Contract represents the sole and entire agreement between the Commission and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Laws of State of California

This Contract and its performance and all suits and special proceedings under this Contract shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefore, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this contract by the Commission.

221. Drug-free Workplace

Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

1. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
 - a. *The dangers of drug abuse in the workplace.*
 - b. *The Contractor'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. Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

223. Labor Provisions

It is the responsibility of the Contractor to be fully aware of and comply with every requirement under Federal and State law pertaining to labor provisions.

224. Extension of Contract Term

- a. Provided, that the contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, and terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the

Commission's discretion only, and may not be excised by the Contractor,

- b. The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension," of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.
- c. Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.
- d. Notice of Extension may be served by the Commission upon the contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the contractor a right to compel the Chief Executive Officer of the Commission to exercise the option to extend the Agreement.
- e. The COMMISSION and Housing Authority of the City of San Diego hereby delegate the authority to the Chief Executive Officer of the COMMISSION to pay compensation to Contractor, during the option period, on a prorated basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.
- f. All contracts which are approved by the COMMISSION and/or Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identification of appropriate funding source and authorization of payment of funds for the continuation of services identified in the Scope of Services.

225. Statement of Economic Interest Disclosure Form (for consulting services only)

Contractor shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700), a copy of which is attached to this Agreement as Attachment No. 5, at the following times:

- a. Upon execution of contract;
- b. Annually on or before April 1 of each year;
- c. Within thirty (30) days after completion of the contract.

Said form will be filed within ten (10) days of written notice from the Commission to the Contractor.

226. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

- a. To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,
- b. To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

227. Section 3 Contract Clauses

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor is selected but before the contract is executed; and, (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covering Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires

that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

228. HUD Program-Specific Audit Requirement

24 CFR 45-1 requires that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totaling three hundred thousand dollars (\$300,000) or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding HUD direct, guaranteed or insured loans that were made guaranteed or insured prior to the effective date of the part, are required to conduct audits in accordance with HUD program specific audit requirements.

229. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
2. If any funds other than Federally appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. Contractor will require that the above-stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and
 4. Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

JANI-KING OF CALIFORNIA, INC.

By: _____
Signature

Title: _____
License Number

Business Address
San Diego Region
7592 Metropolitan Drive
Suite 406
San Diego, CA 92108

SAN DIEGO HOUSING COMMISSION

By: _____
Carrol Vaughan
Signature

Title: _____
Executive Vice President & Chief Executive Officer

Business Address
San Diego Housing Commission
9550 Ridgehaven Court
San Diego, CA 92123

APPROVED AS TO FORM
CHRISTENSEN SCHWERDTFEGER & SPATH LLP

By: _____
Charles B. Christensen, Esq.
General Counsel
San Diego Housing Commission

Date: _____

CONTRACT ATTACHMENT NO. 2 SPECIFICATIONS/SCOPE OF SERVICES

KITCHEN

- **Shelves and drawer** interior to be wiped down; any food, dust, debris or grease to be removed; remove all contact paper or shelf paper.
- **Cabinet doors and drawers** (inside and outside) to be clean, free of dirt, grease build-up and fingerprints.
- **Sink and faucet** to be clean, dry and free of dirt and grease (especially around base of faucet), chrome polished.
- **Countertop** to be clean, dry and free of dirt, food grease and any marks.

REFRIGERATOR: (Exterior)

Refrigerator to be pulled-out, all sides and top cleaned and coils free of dust and dirt.

Rubber door gasket to be free of food, dirt and grease.

Evaporator drip pan to be clean, free of dirt and dust.

REFRIGERATOR: (Interior)

Interior walls, shelving, door racks, vegetable bins, ice trays to be free of food, dirt and grease. All items to be washed and dried; refrigerator plugged-in and running, left-on setting #1.

STOVE: (Exterior)

All sides of stove to be clean, free of dust, dirt and grease, any chrome to be polished.

Stove top to be clean and free of dirt and grease build-up; burners and grates removed and cleaned free of dirt and grease (burner holes to be open, free of any cleaning agent, which may cause plugging).

Surface under burners to be clean, free of dirt, food and grease.

Burner knobs to be removed and cleaned free of dirt and grease, also front panel under the knobs.

STOVE: (Interior)

All oven surfaces and racks to be clean and free of burnt food and grease.

Broiler pan to be clean and free of burnt food and grease; interior space (sides) to be free of dust and dirt.

Oven door and glass window to be clean, free of dirt and grease.

STOVE HOOD: (Exterior)

Clean and free of dirt and grease.

STOVE HOOD: (Interior)

Surface to be clean, free of dirt and grease, including under the grease filter and inside rim of hood.

Grease filter to be clean and dry, free of grease.

BATHROOM:

- **Medicine cabinet** interior and shelves to be clean, free of dirt and marks.
- **Mirrors** are to be clean, polished and free of all dirt and fingerprints.
- **Exhaust vent grille** to be clean, free of dirt and dust; remove cover and interior around motor to be free of dirt and dust.
- **Vanity sink and faucet** to be clean, dry and free of dirt (especially around base of faucet and where edge of sink rests on vanity top); chrome polished.
- **Vanity top** to be clean, dry and free of dirt and any marks.
- **Vanity cabinet door and drawer** fronts to be cleaned free of dirt and fingerprints.
- **Vanity drawers interior** to be clean free of any dust, debris or marks to be removed.
- **Towel rods** to be clean, free of dirt, and chrome polished.
- **Toilet paper brackets** to be clean, free of dirt, chrome polished.

- **Toilet interior of bowl**, any calcium built-up to be removed; interior and exterior of toilet to be clean, including floor bolts and caps; toilet seat to be clean and free of dirt and any residue.
- **Shower/tub** to be delimed; shower doors to be delimed and shower door track to be clean, free of dirt, soap and lime build-up; plumbing fixtures to be clean and chrome polished.

FORCED AIR HEARERS:

Wall vent coverings (grilles) to be clean, free of dirt and dust. Closet where heater is located to be clean, free of dust, dirt and cob-webs; exterior surfaces of heater to be clean, free of dust and dirt.

WALL FURNACE:

Protective grille cover to be clean, free of dirt and dust. **DO NOT REMOVE FURNACE COVER.**

HOT WATER HEATER CLOSET:

Closet is to be swept and clean, free of all dirt, dust and cob-webs, especially around top and bottom of water.

ITEMS PERTAINING TO ALL ROOMS:

1. Outlet and switch plate covers to be clean, free of dirt, grease and reinstalled (do not replace cracked or broken plate covers), leave on kitchen countertop.
2. Glass (covering light fixture) or plastic diffuser panel (fluorescent light fixture) to be removed, washed, dried and reinstalled (fixture to be cleaned prior to replacing glass or diffuser panel). PLEASE NOTE: Stairwell light fixtures and globes are to be cleaned also.
3. Traverse rod to be clean and free of dirt, dust and grease.
4. Window track to be clean and free of dirt, dust, debris and any mildew (air vent holes to be open allowing air circulation).
5. Window glass (interior and exterior) and frame to be clean, free of dirt and dust, also window sill).
6. Window screen and patio screen door to be clean, free of dirt and dust.
7. Security screen door to be clean, free of dust and grease.

8. Ceiling to be clean, free of dust and cob-webs.
9. Clothes closet shelf and rod to be clean, free of dust and dirt.
10. Tile floors to be swept, stripped (SPECIAL ATTENTION to be given to dirt build-up in corners and along baseboards; and amount of water placed on second story floors), washed, and rinsed as many times as necessary to leave floor clean and free of stripping residue prior to any floor wax being applied.

Apply two-(2) coats of under coat sealer and Mop and Glow floor shine over sealer.
Buff floor to a high gloss.

Vinyl base to be clean, free of dirt, floor stripping residue, wax sealer and marks.

Wood base (natural) to be clean, free of dirt and floor stripping residue.

Wood base (painted) to be clean, free of dirt, marks and floor stripping residue.
11. Vinyl stair treads and kicks are to be swept, washed and free of dirt, dust, paint spots, and waxed. Painted side surfaces are to be clean, free of any residue from tread cleaning and black marks.
12. Thermostat covering to be clean, free of dirt, dust and any yellow cigarette smoke build-up.
13. Patio door track, door frame and glass (interior and exterior) to be clean, free of dirt and dust; also exterior patio concrete slab.
14. Stair handrail to be clean, free of dirt and grease.
15. Linen closet shelves to be clean, free of dirt, dust and any other debris.
16. Vertical blinds (vinyl vanes and header) to be clean, free of dirt, dust, grease and any other markings.
17. Storage closet to be swept and clean, free of all dirt, dust, cob-webs, and any debris.
18. Carpet to be vacuumed, free of dirt and dust.
19. Garage to be free of dirt, dust and cobwebs.

LIST OF SITE ADDRESSES

	92037		92105
6216	BEAUMONT AVE	4147-57	CHAMOUNE AVE
7021-23	FAY AVE	2477-81	FAIRMOUNT AVE
801	NAUTILUS	4205-4215	JUNIPER ST
		4273-4283	JUNIPER ST
	92101	4390	MAPLE ST
540	LAUREL ST (WEST)	4050-56	OAKCREST DR
		4180-82	POPLAR ST
	92102	5326-28	REX AVE
904	33RD ST (NORTH)	5330-32 1/2	REX AVE
3280	A ST	5955	STREAMVIEW DR
4451-59	MARKET ST	3630-32	VAN DYKE AVE
	92103		92107
3501	1ST AVE	5071-77 1/2	MUIR AVE
505-17	MAPLE ST (WEST)		
4131	MARYLAND ST		92109
		2701-11	FIGUEROA ST
	92104	2045-2049	GRAND AVE
2932	30TH	2644	HORNBLEND ST
3012	30TH		
3030	30TH		92110
3217	30TH	3222-24	CAMULOS ST
4254	36TH	3919	MASON ST
3755-61	ALABAMA ST	4890	NAPLES ST
4080	ARIZONA ST	4095	VALETA ST
3974-3984	BANCROFT ST		
3850	CHEROKEE AVE		92111
4054-60 1/2	CHEROKEE AVE	7777	BELDEN ST
4360	CHEROKEE AVE	2326-32	E. JEWETT ST
4081-87 1/2	FLORIDA ST	7105-7120	EASTMAN ST
3350-56 1/2	GRIM AVE	7526-7580	FULTON ST
3081-83	HAWTHORN ST	7085-7095	LEVANT ST
3125	IVY ST	6511-17	TAIT ST
4381-87	LOUISIANA ST	2052-2098	VIA LAS CUMBRES
4352	OREGON ST		
3755-3757	SWIFT AVE		92113
4043	WILSON AVE	2883	BOSTON AVE
	92105	2955	BOSTON AVE
4164	37TH		
4343	38TH		92114
3010	39TH	8505	NOELINE AVE
3617-19	42ND	5974	OLD MEMORY LANE
2420	44TH	5359-5389	SANTA MARGARITA
2628-30	44TH		92115
2716-18	44TH	4225	44TH
2734-36	44TH	4261	45TH
4078	47TH	4286-92	48TH

3051	54TH	4566	51ST
4164	ALTADENA AVE	4207-09	ALTADENA AVE
	92115		92154
4479-81	ALTADENA AVE	2381-2389	GROVE AVE
4560	ALTADENA AVE	1351-59	HOLLISTER ST
4416	HIGHLAND AVE	1170	ILEXEY AVE
5316	MEADE AVE	1366	ILEXEY AVE
7281-7289	SARANAC ST	4230	KIMSUE WAY
5385-89	TROJAN AVE	1255	KOSTNER DR
	92116	4259	LAYLA CT
4729	32ND	4276	LAYLA CT
4541	33RD	4256	LAYLA WAY
4632	33RD	4269	LAYLA WAY
4751	33RD	4274	LAYLA WAY
4720-22	34TH	4339	MARCIA CT
4756-58	35TH	4074	MARCWADE DR
4575-79	38TH	4150	MARCWADE DR
4450-56 1/2	GEORGIA ST	4186	MARCWADE DR
4637-43 1/2	HAMILTON ST	4293	MARCWADE DR
2727-45	MEADE AVE	4239	MARGE WAY
	92119	4331	MARGE WAY
7891-7899	GOLFCREST DR	4334	MARGE WAY
	92122	1152	NEVIN ST
4055-83	PULITZER PLACE	4034	PETERLYNN CT
	92123	1232	PETERLYNN DR
2766	CARDINAL RD	1327	PETERLYNN DR
2615-65	GENESEE AVE	1405	PETERLYNN DR
8637-43	GLENHAVEN ST	1506	PETERLYNN DR
8649-55	GLENHAVEN ST	1530	PETERLYNN DR
8661-67	GLENHAVEN ST	4024	PETERLYNN WAY
8701-07	GLENHAVEN ST	605-95	PICADOR BLVD
8714-20	HURLBUT ST	1128	RANSOM ST
8726-32	HURLBUT ST	1145	RANSOM ST
	92126	1169	RANSOM ST
8792	MIRA MESA BLVD	4233	STU CT
8816	MIRA MESA BLVD	1041	TWINING AVE
10101-10191	MAYA LINDA RD	1144	TWINING AVE
	92130	1250	TWINING AVE
12643-12687	EL CAMINO REAL	1317	TWINING AVE
	92139		
2325	RACHAEL AVE		92173
	92154	2005-65	ALAQUINAS DR
4123	AREY DR	121-125	AVERIL RD
4314	DARWIN WAY	178-190	CALLE PRIMERA
4334	EBERSOLE DR	281-289	SYCAMORE RD
4181	ENERO ST		SYCAMORE RD
		401-419	SYCAMORE RD
		402-412	SYCAMORE RD

JANI-KING OF CALIFORNIA, INC.

By: _____
Signature

Title: _____
License Number

Business Address
San Diego Region
7592 Metropolitan Drive
Suite 406
San Diego, CA 92108

SAN DIEGO HOUSING COMMISSION

By: _____
Carrol Vaughan
Signature

Title: _____
Executive Vice President & Chief Executive Officer

Business Address
San Diego Housing Commission
9550 Ridgehaven Court
San Diego, CA 92123

APPROVED AS TO FORM
CHRISTENSEN SCHWERDTFEGER & SPATH LLP

By: _____
Charles B. Christensen, Esq.
General Counsel
San Diego Housing Commission

Date: _____

CONTRACT ATTACHMENT NO. 3 COMPENSATION SCHEDULE

Housing Commission Managed or Owned Units: (Includes all woodwork previously painted)

1 Bedroom – 1 Bathroom	\$	<u>127.00</u>
2 Bedrooms – 1 Bathroom	\$	<u>169.00</u>
2 Bedrooms – 2 Bathrooms	\$	<u>176.00</u>
3 Bedrooms – 2 Bathrooms	\$	<u>191.00</u>
3 Bedrooms – 1 Bathroom	\$	<u>185.00</u>
4 Bedrooms – 2 Bathrooms	\$	<u>224.00</u>
5 Bedrooms – 2 Bathrooms	\$	<u>253.00</u>

EXTRA SERVICES:

Steam Clean Carpet:	1 Bedroom	\$ <u>.12 Per Sq. Ft.</u>
	2 Bedrooms	\$ <u>.12 Per Sq. Ft.</u>
Cleaning of Walls:		\$ <u>50.00 Per Room</u>
Kitchen (Includes Cabinets):		\$ <u>60.00</u>
Living Room:		\$ <u>50.00</u>
Remove oil spots from garage floor:		\$ <u>75.00 Per Garage</u>

COST INCLUDES ALL MATERIALS

GENERAL INFORMATION: Room size approximation.

Kitchen	6' x 8'	10' x 12'
Bathroom	5' x 7'	8' x 8'
Bedroom	8' x 10'	12' x 14'
Hallway	3' x 6'	3' x 12'
Living Room/Dinning Room	10' x 14'	12' x 20'

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APPROVED AS TO FORM
CHRISTENSEN SCHWERDTFEGER & SPATH LLP

By: _____
Charles B. Christensen, Esq.
General Counsel
San Diego Housing Commission

Date: _____



Good Neighbors

San Diego
Housing Commission

- 1625 Newton Avenue
- San Diego, California 92113-1038
- 619/ 578-7563
- Fax: 619/578-7350
- www.sdhc.net

SA NO: _____

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM
FOR CONTRACTORS DOING BUSINESS WITH
THE SAN DIEGO HOUSING COMMISSION

The City of San Diego, The San Diego Housing Commission and Housing Authority are committed to an Equal Opportunity Program pursuant to applicable State and Federal laws and guidelines, which provide Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

CERTIFICATE OF COMPLIANCE

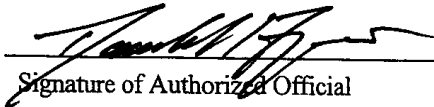
Jani-King of California, Inc.
(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego County Workforce and if requested, an acceptable Equal Employment Opportunity Plan, which addresses the affirmative actions that will be taken by this firm to eliminate any under-representation within, identified categories. The elements of this Plan would include effective outreach and other employment practices to maximize opportunities for all qualified individuals.

Randall Frazine

Name of Authorized Official



Signature of Authorized Official

10-17-05

Date

JANI-KING OF CALIFORNIA, INC.

By: _____
Signature

Title: _____
License Number

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San Diego Region
7592 Metropolitan Drive
Suite 406
San Diego, CA 92108

SAN DIEGO HOUSING COMMISSION

By: _____
Carrol Vaughan
Signature

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APPROVED AS TO FORM
CHRISTENSEN SCHWERDTFEGER & SPATH LLP

By: _____
Charles B. Christensen, Esq.
General Counsel
San Diego Housing Commission

Date: _____

Attachment 2

Company Name: Jani-King of California, Inc. Payroll Ending Date 9/30/2005

SAN DIEGO HOUSING COMMISSION
REPORT OF SAN DIEGO COUNTY WORKFORCE

Occupational Category	Total Number of Employees		Caucasian Non Hispanic		African American Non Hispanic		Hispanic All Races		Asian/Pacific Islander Non Hispanic		Native American Non Hispanic		Filipino		Disabled		Total Disadvantaged	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Executive, Administrative and Managerial	2	3	1	1	1	1	1										1	2
Professional Specialty																		
Technicians and Related Support	4		4															
Sales	4		3		1												1	
Administrative Support		5		4				1										1
Services	182	29	50	4	30		80	20					20	5	2		132	25
Precision Production, Craft and Repair																		
Machine Operators, Assemblers and Inspector																		
Transportation and Material Moving																		
Handlers, Equipment Cleaners, Helpers and Laborers	150	150	50	50	25	25	50	50					25	25			100	100

Updated 05/96 SDHC