



SAN DIEGO
HOUSING
COMMISSION

REPORT

DATE ISSUED: January 7, 2016

REPORT NO: HCR16-003

ATTENTION: Chair and Members of the San Diego Housing Commission
For the Agenda of January 15, 2016

SUBJECT: Second Amendment to the Janitorial and Day Porter Services Contract for the Smart Corner Building and San Diego Housing Commission Offices

COUNCIL DISTRICT:

REQUESTED ACTION

Approve the Ratification of the Second Amendment to Janitorial and Day Porter Services Contract for the Smart Corner building with NMS Management, Inc. to continue to provide janitorial and day porter services to the San Diego Housing Commission.

STAFF RECOMMENDATION

That the San Diego Housing Commission (Housing Commission) take the following actions:

- 1) Approve the ratification of Amendment 2 to the Housing Commission's contract with NMS Management, Inc. (Attachment 1) to increase the annual maximum contract amount for janitorial and day porter services at Smart Corner, 1122 Broadway, San Diego, CA 92101, the Housing Commission's corporate office building, from \$131,076.00 plus any Consumer Price Index increase annually to a not-to-exceed amount of \$151,592.87 plus any Consumer Price Index increase, with two (2) one-year options to renew remaining;
- 2) Authorize the President & Chief Executive Officer (President & CEO), or designee, to substitute the funding sources with other available funding sources provided that the total program/project budget amount after substitution does not exceed the approved total budget, should the operational need arise or should such actions be to the benefit of the Housing Commission and its mission. Funding substitutions will be memorialized in an Informational Report at the next scheduled Housing Commission Board meeting; and
- 3) Authorize the President & CEO, or designee, to execute all documents and instruments that are necessary and/or appropriate to implement these approvals, in a form approved by General Counsel, and take such actions as are necessary and/or appropriate to implement these approvals.

SUMMARY

The Housing Commission's headquarters building at 1122 Broadway, San Diego, CA 92101, is known as the Smart Corner office building and is a five-story Class A facility with a Leadership in Energy & Environmental Design (LEED) silver certification. This facility requires regular janitorial and day porter services. Janitorial work is typically performed after hours when the building is free of occupants, and the day porter services, such as cleaning, replacing fluorescent lights, and setting up conference rooms, are performed on workdays during normal hours of operation. The total area to be serviced is approximately

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84,400 square feet. The Housing Commission Board on October 11, 2013, approved the award of a contract to NMS Management, Inc. to perform janitorial and day porter services at the Smart Corner office building (Attachment 3), detailed in Housing Commission Board Report HCR13-075.

In addition to approving a one-year contract with NMS Management, Inc. for \$131,076.00 with four one-year options to renew, the Housing Commission Board approved a \$13,108.00 contingency, if necessary, for services not anticipated in the original scope of work. On November 21, 2013, the Housing Commission authorized an increase to the original contract and authorized an immediate expenditure of funds from the contingency in an amount of \$1,000.00 for administrative services required by contractor to comply with applicable provisions of the Displaced Janitor Opportunity Act (Attachment 2).

Currently, the Housing Commission has a need to extend the daily hours for the day porter services that was not originally contemplated in the initial agreement because additional room setups and cleaning, such as exterior sweeping and trash disposal, are needed. In order to maintain the exterior and interior of the facility, the Housing Commission needs to extend the daily hours for the day porter services from the original hours of 10:00 a.m.-4:00 p.m. to the extended hours of 7:30 a.m.-4:00 p.m. As a result of this schedule modification, the Housing Commission will need to increase the annual costs associated with the contract for janitorial and day porter services to \$151,592.87. The monthly fee for day porter services will increase from \$2,399.66 to \$3,645.72. In addition, the Housing Commission may execute two additional one-year renewal options, and Housing Commission staff requests the option to renew for 151,592.87 plus any Consumer Price Index increase.

FISCAL CONSIDERATIONS

The proposed funding sources and uses approved by this action were not approved in the Fiscal Year 2016 Housing Authority-Approved Budget. The increase in the annual maximum contract amount for janitorial and day porter services at Smart Corner, the Housing Commission's corporate office building, will be absorbed by the Real Estate Division through cost savings in service contracts.

EQUAL OPPORTUNITY/CONTRACTING

NMS Management is a local business that is a certified Section 3 Business Concern with the Housing Commission and a certified Small Business with the State of California. NMS Management submitted the required Workforce Report.

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders include the Housing Commission Real Estate Division's Property Management Department and NMS Management, Inc.

ENVIRONMENTAL REVIEW

This activity is not a project as defined by the California Environmental Quality Act (CEQA) Section 21065 and State CEQA Guidelines Section 15378(b)(5), as it is an administrative activity of government that will not result in direct or indirect physical changes in the environment. The determination that this activity is not subject to CEQA, pursuant to Section 15060(c)(3), is not appealable and a Notice of Right to Appeal the Environmental Determination (NORA) is not required. Processing under the National Environmental Policy Act is not required as no federal funds are involved in this action.

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Respectfully submitted,



Jennifer McKinney
Vice President Real Estate Operations
Real Estate Division

Approved by,



Deborah Ruane
Senior Vice President
Real Estate Division

Attachments: 1) Second Amendment and Exercise of Second Option for Janitorial and Day Porter Services at Smart Corner, executed November 25, 2015

2) First Amendment for Janitorial and Day Porter Services at Smart Corner, executed on November 21, 2013

3) Agreement for Janitorial and Day Porter Services at Smart Corner, executed on October 24, 2013

Hard copies are available for review during business hours in the main lobby of the San Diego Housing Commission offices at 1122 Broadway, San Diego, CA 92101 and at the Office of the San Diego City Clerk, 202 C Street, San Diego, CA 92101. You may also review complete docket materials on the San Diego Housing Commission website at www.sdhc.org.

**SECOND AMENDMENT AND EXERCISE OF SECOND OPTION TO
SAN DIEGO HOUSING COMMISSION AGREEMENT
FOR JANITORIAL AND DAY PORTER SERVICES AT SMART CORNER
WITH
NMS MANAGEMENT, INC.**

Contract No. CS-13-03

WHEREAS, the San Diego Housing Commission ("Commission") and NMS Management, Inc. ("Contractor") entered into that certain Agreement for Janitorial And Day Porter Services At Smart Corner (the "Agreement"), dated October 24, 2013, effective November 1, 2013 through October 31, 2014.

WHEREAS, on November 21, 2013 the Commission and Contractor executed the First Amendment in order to increase the compensation to be paid to the Contractor for administrative services required for the Contractor to comply with any and all of the applicable provisions of the Displaced Janitor Opportunity Act.

WHEREAS, on October 2, 2014, the Commission and Contractor executed the Exercise of First Option for a one-year term from November 1, 2014 through October 31, 2015.

WHEREAS, the Commission and the Contractor now desire to amend the Agreement pursuant to Section 212 to increase the number of hours for Day Porter Services extending the work schedule 7:30am to 4:00pm increasing the monthly fee from \$2,399.66 plus any increase in Consumer Price Index for All Urban Consumers to \$3,645.72 plus any yearly increase in Consumer Price Index for All Urban Consumers.

WHEREAS, the Commission elects to exercise the second of four additional one-year options contained in Section 103 of the Agreement in order to provide a continuation of services under the Agreement's original scope of services.

NOW THEREFORE, the parties hereby agree as follows:

1. Term of Option. The Commission exercises the second of four additional one year options contained in Section 103 of the Agreement. The term of the one year option period shall commence effective November 1, 2015 and continue through October 31, 2016.
2. Compensation during Second Option Period. The total compensation for all services performed and/or materials and goods supplied pursuant to the Agreement during the Second Option period shall be on the same terms and conditions as set forth in the Agreement and the First Option and shall not exceed the amount of ONE HUNDRED FIFTY ONE THOUSAND FIVE HUNDRED NINETY TWO AND 87/100 Dollars (\$151,592.87). The cost increase is due to a 1.8% CPI-U increase over last year's cost. "Compensation Schedule" as described in Contract Attachment No.3 of the original Agreement is hereby amended and restated in its entirety as follows:

Description of Service	Monthly Cost	Annual Cost
Smart Corner Janitorial Services	\$8,921.30	\$107,056.75
Smart Corner Porter Services	\$3,645.72	\$44,536.12
Total		\$151,592.87

Monthly/annual costs shall be inclusive of all overhead and profit, taxes and fringe benefits, etc. and shall be built-in to the preceding.

3. Contract Attachment No. 2, Section E(3)(a) Work Schedule for Day Porter Services. Contract Attachment No. 2 Section E(3)(a) "Work Schedule for Day Porter Services" is hereby amended to extend the hours during which services shall be scheduled to 7:30am through 4:00pm with a half hour lunch break. All other portions of this Attachment shall remain unchanged and in full force and effect.

4. No Novation. The parties hereto acknowledge and agree that except for the changes set forth herein to exercise the second option under the Agreement, all of the terms and provisions of the Agreement, first amendment and first option are hereby acknowledged by the parties to be valid and are hereby recognized, renewed, extended and continued in full force and effect.

5. Counterparts. This Second Amendment and Exercise of Second Option may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties have caused this Second Amendment and Exercise of Second Option to be executed on November 25, 2015.

Contractor:

NMS Management, Inc.

By: 

David Guaderrama
President

Commission:

San Diego Housing Commission

By: 

Jeff Davis
Executive Vice President and Chief Operating Officer

Approved as to Form:

Christensen & Spath LLP

By: 

Charles B. Christensen, General Counsel
San Diego Housing Commission

**FIRST AMENDMENT TO
SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR JANITORIAL AND DAY PORTER SERVICES AT SMART
CORNER
WITH NMS MANAGEMENT, INC.**

Contract No. CS-13-03

WHEREAS, the San Diego Housing Commission ("Commission") and NMS MANAGEMENT, Inc. ("Contractor") entered into that certain Agreement for Janitorial and Day Porter Services At Smart Corner (the "Agreement"), dated October 24, 2013.

WHEREAS, the Commission and Contractor desire to amend the Agreement in order to increase the compensation to be paid to the Contractor for administrative services required for the Contractor to comply with any and all of the applicable provisions of the Displaced Janitor Opportunity Act, as referenced within California Labor Code Sections 1060 through 1065, which services and compliance is to commence immediately upon the execution of this "First Amendment".

NOW THEREFORE, the Commission and Contractor hereby amend the Agreement and agree as follows:

1. The first sentence of the first paragraph of Section 104.b. is amended as follows:
Section 104.b. of the Agreement, "Maximum Compensation", is hereby deleted and the following is substituted in its place and stead:

"b. Maximum Compensation.

The total compensation for all services performed pursuant to this Agreement, as amended, shall not exceed the sum of ONE HUNDRED THIRTY-TWO THOUSAND SEVENTY-SIX AND NO/100 DOLLARS (\$132,076.00), which is an increase of ONE THOUSAND DOLLARS (\$1,000.00) over the original Maximum Compensation for year one of the Agreement, which additional ONE THOUSAND DOLLARS (\$1,000.00) shall be paid to the Contractor in two equal installments, with the first installment being paid in the month of December 2013 and the second installment being paid in the month of January 2014."

2. Section 218 of the Agreement is deleted and the following is substituted in its place and stead:

218. Contract Government by Laws of California


This Agreement, as amended, by this First Amendment, and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California. Contractor specifically agrees to and shall timely comply with and perform each, every and all of the terms and conditions of Displaced Janitor Opportunity Act ["Law"] required of a "successor contractor" as defined in the Law, during the term of this Agreement, as amended by this First Amendment, as the Law is contained in California Labor Code Sections 1060 through 1065. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Agreement, as amended, 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."

3. No Novation. The parties hereto acknowledge and agree that except for the changes set forth in this First Amendment, which amends the Agreement, all of the other terms and provisions of the Agreement are hereby acknowledged by the parties to be valid and are hereby recognized, renewed, extended and continued in full force and effect and are unaffected by this First Amendment.

Dated: November 21, 2013

Contractor:

NMS Management, Inc.

By: 
David Guaderrama
President

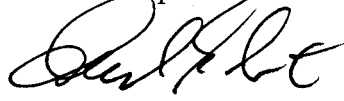
Commission:

San Diego Housing Commission

By: 
Jeff Davis
Exec. Vice President & Chief Operating Officer

Approved as to Form:

Christensen & Spath LLP

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

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR
JANITORIAL AND DAY PORTER SERVICES AT SMART CORNER
WITH
NMS MANAGEMENT, INC.

Contract No. CS-13-03

THIS AGREEMENT, entered into this 24th day of October 2013,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
(619) 231-9400

and the Contractor:

NMS MANAGEMENT, INC.
155 W. 35TH STREET, SUITE A
NATIONAL CITY, CA 91950
(619) 425-0440

101. DESCRIPTION OF WORK

Contractor shall provide janitorial and day porter services to the Commission at Commission's office building located at 1122 Broadway in the City of San Diego, 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
5. Workforce Report, Contract Attachment No. 5
6. Additional Prevailing Wage Terms, Contract Attachment No. 6 (if applicable)

103. TIME OF PERFORMANCE

a. Term

All services required pursuant to this Agreement shall commence effective November 1, 2013 through October 31, 2014.

b. Options

The Commission may, at its election, extend this Agreement's term for four (4) additional one (1) year terms, by giving written notice of the election to extend the Agreement to the Contractor, in advance of the expiration of the prior term of the Agreement. The compensation to be paid the Contractor during the extended term, if any, shall be compensation set during the base year of the Agreement increased in an amount not to exceed the percentage increase in Consumer Price Index for All Urban Consumers (CPI-U All City Average/All Items Unadjusted Index). Nothing contained in this Agreement shall require the Commission to exercise any or all of the options to extend the term of the Agreement. The options exist in favor of the Commission, at its sole option. All other terms and conditions of the Agreement during the option period(s) shall be as set forth in the Agreement and shall be unamended by the exercise of any option granted herein. The options granted herein are in addition to the ninety (90) day option to extend set forth in Section 225.

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 THIRTY-ONE THOUSAND SEVENTY-SIX Dollars (\$131,076). 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 ("Housing Authority") 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 is 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 day of a given month if the requisition is submitted to the Commission no later than the first 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.

Signature Page to Agreement for Janitorial and Day Porter Services with NMS Management, Inc.
(Contract No. CS-13-03):


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

CONTRACTOR:
NMS Management, Inc.

By: 
David Guaderrama
President


Date: _____

COMMISSION:
San Diego Housing Commission

By: 
Jeff Davis
Executive Vice President and Chief Operating Officer

Date: 10-24-13

Approved as to Form:
Christensen & Spath LLP

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

Date: 10/17/2013

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Agreement 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 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 Agreement (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 Agreement or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

(a) For the duration of this Agreement, 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 Housing 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 this Agreement 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 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

Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitor's sole cost and expense, the Commission, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee.

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 \$2,000,000 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 worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount

acceptable to the Commission during the full term of this Agreement. Contractor shall also provide Janitorial Bond Insurance in the amount of \$100,000.

(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 \$500,000 per occurrence.

(d) All insurance required to be purchased and maintained by the Contractor shall name the Commission, the Housing Authority, and the City of San Diego and the Metropolitan Transit Development Board as additional insureds and shall contain cross-liability endorsements.

(e) For any claims arising out of or in connection with Contractor's performance under this Agreement, the insurance required to be purchased and maintained by the Contractor shall be primary and non-contributory to any insurance carried by the Commission, the Housing Authority and/or the City of San Diego.

(f) 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 30 days prior written notice will be given to the Commission in the event of cancellation, reduction or nonrenewal of the insurance.

(g) All insurance required to be purchased and maintained by the Contractor shall be endorsed with a waiver of subrogation. Contractor's insurers, in their endorsements, agree to waive all rights of subrogation against the Commission, the Housing Authority, the City of San Diego, and their employees and agents for losses paid by Contractor's insurers that arise out of or in connection with Contractor's performance under this Agreement.

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 Agreement, 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, religion, ancestry, gender, disability or national origin or any other basis prohibited by law. 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 or any other basis prohibited by law.

(d) If any underrepresentation 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 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 Agreement 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.

(d) Consistent with Presidential Executive Orders 11625, 12138, and 12432, Commission requires Contractor to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is

anticipated. Such efforts shall include, but shall not be limited to: (i) including such firms, when qualified, on solicitation mailing lists; (ii) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (iii) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (iv) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (v) using the services and assistance of the Small Business Commerce.

(i) A small business is defined as a business that is independently owned, not dominant in its field of operation and not an affiliate or subsidiary of a business dominant in its field of operation.

(ii) A minority-owned business is defined as a business which is at least 51% owned by one or more minority groups; or in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operation are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

(iii) A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

(iv) A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

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 novation) 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 Agreement 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 Agreement 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 Agreement.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission, the Housing Authority, 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, if 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 Agreement 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 Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, 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

This Agreement represents the sole and entire agreement between the Commission and Contractor 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 Agreement, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement 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 Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement 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 Agreement and its performance and all suits and special proceedings under this Agreement 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 Agreement, 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 Agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Agreement 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 year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement 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:

(a) 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.

(b) Establish a drug-free awareness program to inform employees about all of the following:

(i) The dangers of drug abuse in the workplace.

- (ii) The Contractor's policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation and employee assistance programs.
- (iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by subdivision 221(a) 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 and the Contractor shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

☐ If checked, additional state prevailing wage terms are contained in Attachment No. 6.

☐ If checked, additional federal prevailing wage terms are contained in Attachment No. 6.

224. Contract Work Hours and Safety Standards Act

In the event Contractor's performance of this Agreement entails the use of laborers or mechanics, and the Agreement is for more than the sum of \$100,000, and uses Federal funds, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).

225. 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, 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 exercised 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 hereby delegate the authority to the Chief Executive Officer of the Commission to pay compensation to Contractor, during the option period, on a prorata 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 Housing 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, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of Services.

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

Contractor shall assure that each principal of the Contractor that is supervising the Contractor's work under this Agreement shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700) with the City Clerk's Office of the City of San Diego, a copy of which is attached to this Agreement, if applicable, at the following times:

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

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

227. 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.

228. Section 3 Contract Clauses (when federal funds are used and only when applicable)

(a) The work to be performed under this Agreement 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 Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 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; and 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 Agreement 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 Agreement for default, and debarment or suspension from future HUD-assisted contracts.

(g) With respect to work performed in connection with Section 3 covered 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 Agreement. 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 Agreement 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).

229. HUD Program-Specific Audit Requirement

24 CFR 45-1 require that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totaling \$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.

230. 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:

(a) No Federal 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;

(b) If any funds other than Federal 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;

(c) 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

(d) 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.

**CONTRACT ATTACHMENT NO. 2
SPECIFICATIONS/SCOPE OF SERVICES**

A. General Information:

The work pursuant to this Agreement shall be performed at the Smart Corner office building and the top two levels (P1 and P2) of the subterranean parking structure (hereinafter referred to as "Smart Corner"). The office building is located at 1122 Broadway, 1100 Broadway and 1045 11th Avenue, San Diego, CA 92101. The vehicle entrance to the garage is on 11th Avenue.

Contractor shall provide janitorial services described in this Agreement in the office space portions of Smart Corner and at limited areas on the P1 and P2 levels of the parking garage. The first floor retail spaces of Smart Corner (7-Eleven and Cricket Wireless) are not included in the scope of services. Currently, the total area to be cleaned is approximately 105,500 square feet. Smart Corner is a LEED Silver certified building, and as such, Contractor shall fully comply with the cleaning of a LEED Certified building (i.e. procedures, chemicals and use of low environmental impact cleaning products).

B. Areas to be cleaned include:

1. Lobbies/Common Areas
2. Offices/Cubicles
3. Conference Rooms
4. Stairwells
5. Lunchrooms/Break rooms
6. Restrooms/Locker Rooms
7. Mail Room/Shipping & Receiving #419 and Central Building Storage #420
8. Janitorial Closets
9. Exterior Hardscapes
10. Office/Trash Recycle Room #P118

C. Janitorial Services Specifications:

1. General:
 - a. Contractor's personnel shall not open drawers or cabinets except to access approved supplies or with the express permission of Commission representative.
 - b. Items left on desks or other surfaces shall not be disturbed.
 - c. Contractor shall report conditions such as leaky faucets, plugged drains, or broken fixtures, etc. to Commission representative.
 - d. Contractor shall report equipment and facility damage to Commission representative immediately.

- e. Contractor shall report accidents and injuries to Commission representative immediately.
- f. Contractor shall supply all necessary equipment, supplies, tools, etc., to perform the work herein with the exception of the following items which shall be supplied by the Commission for use by the Contractor:
 - 1) Restroom and kitchen paper products (i.e. paper towels, toilet paper, seat covers, etc.).
 - 2) Bathroom hand soap
 - 3) Trash bags / liners
- g. Where possible, Contractor shall use environmentally preferred products in the performance of the work.
- h. The janitorial supervisor shall provide a list of Commission-provided supplies required for the next night's work. The day porter shall transfer these supplies from Commission stock to the 1st floor janitor closet, Storage #104. Distribution of the supplies to the janitorial closets on each floor, if desired, shall be the responsibility of the Contractor.
- i. Contractor shall supply seventeen (17) 3'X5' Waxie brush step mats, gray #232022 or approved equal. These mats shall be changed weekly. Mat locations are as follows:
 - 1) Four (4) mats on the fifth (5th) floor, one at each public restroom sink and one at each employee restroom sink. The executive restroom adjacent to Office #504 is not included.
 - 2) Two (2) mats on the fourth (4th) floor, one at each employee restroom sink. The Central Lunch Room #418 is not included.
 - 3) Four (4) mats on the third (3rd) floor, one at each public restroom sink and one at each employee restroom sink. The Coffee / Break Room #318 is not included.
 - 4) Two (2) mats on the second (2nd) floor, one at each employee restroom sink. The reception area restroom and the restroom inside Kitchen #222 are not included.
 - 5) Three (3) mats on the first (1st) floor, one at the main lobby restroom sink, and one at each employee restroom sink. The restrooms at the HOC space are not included.
 - 6) Two (2) mats on the P1 level of the parking garage, one at each employee restroom sink.
- j. Contractor shall supply six (6) 3'x5' Waxie vinyl loop mats, gray #230948 or approved equal. These mats shall be changed weekly. Mat locations are as follows:
 - 1) Four (4) mats on the P1 level of the parking garage, one outside each elevator car entry, and one outside each employee restroom entry.
 - 2) Two (2) mats on the P2 level of the parking garage, one outside each elevator car entry.

2. Personnel:

- a. Contractor shall provide onsite supervision of cleaning personnel at all times.
- b. Live Scan Background Checks:
 - 1) Contractor shall perform a California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Live Scan background check on all personnel prior to their placement for work at Smart Corner.
 - 2) Contractor shall perform DOJ and FBI Live Scan background checks on all new and existing personnel no less than once every twelve (12) months.

- 3) Contractor shall certify to the Commission that these checks have been performed by completing and submitting the Contractor Personnel Criminal Background Certification attached hereto as "Exhibit D."
 - 4) Contractor hereby acknowledges that no personnel will be allowed to work at Smart Corner without a current Contractor Personnel Criminal Background Certification on file with the Commission.
- c. Contractor shall provide Commission with a current copy of a valid Federal or State U.S. government-issued photo identification for all personnel prior to their placement for work at Smart Corner.
 - d. Contractor must comply with immigration requirements related to the right to work in the United States.
 - e. Contractor's personnel shall have valid, U.S. government-issued photo identification with them at all times while on Commission property. No employees shall be allowed to work in the building without this identification.
 - f. On-site security staff will provide entry and exit into the parking garage for approved Contractor personnel, and will provide keys and access control badges to approved Contractor personnel on a daily basis as required for the work herein to be performed. Contractor shall be obligated to know and comply with the security requirements including, but not limited to, sign-in, sign-out and security alarm procedures.
 - g. All cleaning personnel shall wear protective gear appropriate to the task being performed. A minimum standard for protection shall be as specified per CAL/OSHA requirements. Examples include but are not limited to: eye protection, clean heavy gloves, appropriate shoes, mask to protect against splashing liquids, etc.
 - h. All cleaning personnel shall conduct themselves in an appropriate manner at all times. Personnel who behave in an inappropriate manner shall be removed immediately and may be banned from Smart Corner.
 - i. Contractor shall respond to all service complaints no later than the next business day.
 - j. Contractor shall, upon request of the Commission, be present for joint inspections and/or on-site meetings to ensure that all contract specifications are being met. Meetings will, at a minimum, involve a tour of the building to inspect the quality of work, consistency of work, adherence to cleaning specifications and standards, review special problem areas and special cleaning needs of the building.
 - k. All cleaning personnel shall wear a company uniform approved by the Commission.
3. Work Schedule:
- a. Services shall be performed five (5) nights per week, Monday through Friday, from 7:00 p.m. each night through 6:00 a.m. the following morning, with exceptions as follows:
 - 1) Exceptions to service schedule in Commission areas: Commission's dark Fridays (every other Friday beginning November 1, 2013), New Year's Day, Martin Luther King Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day.
 - 2) Exceptions to service schedule in FJC areas: New Year's Day, Martin Luther King Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day.

- 3) Exceptions to service schedule in HOC areas: New Year's Day, Martin Luther King Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.
 - b. Annually, Contractor shall prepare, for Commission review and approval, a schedule of which tasks will be performed daily, weekly, monthly, quarterly and annually. This schedule shall indicate the specific days that each task will be performed. The first calendar shall be provided within ten days of execution of this Agreement. Contractor will provide the Commission with 48 hours advance notice of any schedule deviation.
 - c. Contractor shall provide, upon request of the Commission, a record of days and hours worked by all cleaning personnel.
4. Task Frequency:
- a. Daily tasks shall be performed each weekday (Monday-Friday).
 - b. Weekly tasks shall be performed once per week.
 - c. Monthly tasks shall be performed once per month.
 - d. Quarterly tasks shall be performed once per quarter.
 - e. Annual tasks shall be performed once per year.
5. Tasks at Lobbies / Common Areas:
- a. Daily:
 - 1) Empty waste and recycling receptacles and dispose of properly in the Office/Trash Recycle Room #P118. Disinfect receptacles and replace liners if needed. Spot clean receptacles as needed to maintain them in a clean and sanitary manner. Return receptacles to original location.
 - 2) Vacuum wall to wall.
 - 3) Dust all horizontal/vertical surfaces including ledges, moldings, windows, walls, doors, door jambs, light switches, sills, desks, file cabinets, conference tables, pictures, etc.
 - 4) Spot clean all horizontal/vertical surfaces removing fingerprints, smudges and stains.
 - 5) Arrange furniture in a neat and organized manner. Return furniture moved for cleaning purposes to their original locations.
 - 6) Clean and sanitize telephones and receivers.
 - 7) Remove spots on carpets as they appear.
 - 8) Remove spots on fabric furniture as they appear.
 - 9) Sweep and damp-mop hard surface floors throughout (including elevators) to remove all loose dirt and grit, and then wet mop with clear water and dry. Special attention shall be paid to all stains and spills, especially coffee and drink spills. All mop marks and water splashes shall be removed from walls, base boards and furniture.
 - 10) Clean all interior glass windows, doors and directory board glass. Clean exterior glass at street level entries to the Commission and HOC.
 - 11) Clean inside and outside of reception area glass at second and third floor lobbies.

- 12) Sweep, vacuum and clean recessed walk-off mats at main building entry and elevator #1 entry in main lobby. Gum and debris shall be removed when present, and mats shall be shampooed or otherwise washed if necessary.
- 13) Clean and polish all metalwork, including but not limited to, the inside and outside of entry door frames, door hardware, metal door kick plates, metal crowd control stanchions, metal sign bases, etc. Metal shall be wiped clean, polished and left in a bright condition, free of dust and streaks.
- 14) Clean and sanitize the inside and out of door push bars and door handles.
- 15) Clean and polish all elevator interior surfaces and exterior elevator doors, frames and thresholds at floors 5 through P2. Metal shall be wiped clean, polished and left in a bright condition, free of dust and streaks.

b. Weekly:

- 1) Vacuum, clean and disinfect all exposed / accessible surfaces of all furniture.
- 2) Machine buff hard surfaced floors to obtain maximum shine. Refinish as necessary. Floor finish to be approved by the Commission prior to use.
- 3) Sanitize the interior surfaces of all elevators, then clean and polish as per daily task.
- 4) Remove and replace (6) 3'x5' vinyl loop mats, Waxie, gray #230948 or approved equal. Mat locations are as follows:
 - i. Four (4) mats on the P1 level of the parking garage, one outside each elevator car entry, and one outside each employee restroom entry.
 - ii. Two (2) mats on the P2 level of the parking garage, one outside each elevator car entry.

c. Monthly:

- 1) Dust all high reach areas, horizontal surfaces and ledges that are not accessible by normal daily dusting.
- 2) Dust all window blinds.
- 3) Dust HVAC louvers, grilles, grates, etc., using non-treated microfiber dust cloth.
- 4) Clean all base boards using non-treated microfiber dust cloth.
- 5) Machine wash all fabric, vinyl and paper covered walls to remove marks, stains and dirt. FJC and HOC spaces are not included in this work.
- 6) Machine scrub hard surface floor and apply one coat of polish, allow to dry, then buff.

d. Annual:

- 1) Strip hard surface floors down to bare floor surface, totally free of any wax, sealer or other finish. Mop the floor and let dry, then recoat with three coats of floor finish. Floor finish to be approved by the Commission prior to use.

6. Tasks at Offices/Cubicles:

a. Daily:

- 1) Empty waste and recycling receptacles and dispose of properly in the Office/Trash Recycle Room #P118. Disinfect receptacles and replace liners if needed. Spot clean receptacles as needed to maintain them in a clean and sanitary manner. Return receptacles to original location.
- 2) Vacuum wall to wall.
- 3) Dust all horizontal/vertical surfaces including all ledges, moldings, windows, walls, doors, door jambs, sills, desks, file cabinets, conference tables, pictures, light switches, etc.
- 4) Spot clean all horizontal/vertical surfaces removing fingerprints, smudges and stains.
- 5) Arrange furniture in a neat and organized manner. Return furniture moved for cleaning purposes to their original locations.
- 6) Clean and sanitize telephones and receivers.
- 7) Remove spots on carpets as they appear.

b. Weekly:

- 1) Vacuum, clean and disinfect all exposed / accessible surfaces of all furniture.
- 2) Clean cubicle glass.
- 3) Clean individual office door side-light glass inside and out.

c. Monthly:

- 1) Dust all high reach areas, horizontal surfaces and ledges that are not accessible by normal daily dusting.
- 2) Dust window blinds.
- 3) Dust HVAC louvers, grilles, grates, etc., using non-treated microfiber dust cloth.
- 4) Clean all base boards using non-treated microfiber dust cloth.

d. Annually:

- 1) Shampoo and extract carpeting wall to wall.

7. Tasks at Conference Rooms:

a. Daily:

- 1) Empty waste and recycling receptacles and dispose of properly in the Office/Trash Recycle Room #P118. Disinfect receptacles and replace liners if needed. Spot clean receptacles as needed to maintain them in a clean and sanitary manner. Return receptacles to original location.
- 2) Vacuum wall to wall.
- 3) Dust all horizontal/vertical surfaces including all ledges, moldings, windows, walls, doors, door jambs, sills, desks, file cabinets, conference tables, pictures, light switches, etc.
- 4) Spot clean all horizontal/vertical surfaces removing fingerprints, smudges and stains.
- 5) Arrange furniture in a neat and organized manner. Return furniture moved for cleaning purposes to their original locations.

- 6) Clean and sanitize telephones and receivers.
- 7) Remove spots on carpets as they appear.
- 8) Clean display cabinet glass in Training/Conference Room #426.
- 9) Clean interior glass doors and glass walls inside and out. FJC and HOC spaces are not included in this work.
- 10) Clean dry-erase marker boards and trays. FJC and HOC spaces are not included in this work.

b. Weekly:

- 1) Vacuum, clean and disinfect all exposed / accessible surfaces of all furniture.

c. Monthly:

- 1) Dust all high reach areas, horizontal surfaces and ledges that are not accessible by normal daily dusting
- 2) Dust window blinds.
- 3) Dust HVAC louvers, grilles, grates, etc., using non-treated microfiber dust cloth.
- 4) Clean all base boards using non-treated microfiber dust cloth.

d. Annually:

- 1) Shampoo and extract carpeting wall to wall.

8. Tasks at Stairwells:

a. Daily:

- 1) Dust all horizontal/vertical surfaces including all ledges, moldings, windows, walls, doors, door jambs, sills, desks, file cabinets, conference tables, pictures, light switches, etc.
- 2) Spot clean all horizontal/vertical surfaces removing fingerprints, smudges and stains.
- 3) Sweep with a treated dust mop and spot clean all stairs and landings daily to remove all spills, stains and litter.
- 4) Clean and polish metal door kick plates. Metal shall be wiped clean, polished and left in a bright condition, free of dust and streaks.

b. Monthly:

- 1) Dust all high reach areas, horizontal surfaces and ledges that are not accessible by normal daily dusting.
- 2) Sweep and damp-mop hard surface floors throughout to remove all loose dirt and grit, and then wet mop with clear water and dry. Special attention shall be paid to all stains and spills, especially coffee and drink spills. All mop marks and water splashes shall be removed from walls, base boards and furniture.

c. Annually:

- 1) Strip hard surface floors down to bare floor surface, totally free of any wax, sealer or other finish. Mop the floor and let dry, then recoat with three coats of floor finish. Floor finish to be approved by the Commission prior to use.

9. Tasks at Lunchrooms/Break Rooms:

a. Daily:

- 1) Empty waste and recycling receptacles and dispose of properly in the Office/Trash Recycle Room #P118. Disinfect receptacles and replace liners if needed. Spot clean receptacles as needed to maintain them in a clean and sanitary manner. Return receptacles to original location.
- 2) Dust all horizontal/vertical surfaces including all ledges, moldings, windows, walls, doors, door jambs, sills, light switches, baseboards, etc.
- 3) Spot clean all horizontal/vertical surfaces removing fingerprints, smudges and stains.
- 4) Arrange furniture in a neat and organized manner. Return furniture moved for cleaning purposes to their original locations.
- 5) Clean and sanitize telephones and receivers.
- 6) Sweep and damp-mop hard surface floors throughout to remove all loose dirt and grit, and then wet mop with clear water and dry. Special attention shall be paid to all stains and spills, especially coffee and drink spills. All mop marks and water splashes shall be removed from walls, base boards and furniture.
- 7) Clean and polish metal door kick plates. Metal shall be wiped clean, polished and left in a bright condition, free of dust and streaks.
- 8) Remove hard water deposits from faucets, sinks and countertops.
- 9) Remove spots on furniture as they appear.
- 10) Refill C-fold towels within wall dispensers.
- 11) Refill C-fold towels in counter dispensers throughout, except at FJC and HOC.
- 12) Clean and sanitize all sinks and wipe dry.
- 13) Clean and sanitize countertops and wipe dry.
- 14) Refill paper towel rolls throughout, except at FJC and HOC.
- 15) Damp wipe and dry exterior surfaces of vending machines.
- 16) Clean entry glass door.
- 17) Clean and sanitize the inside and out of door push bars and door handles.
- 18) Clean refrigerator glass doors inside and out.
- 19) Clean and sanitize tables and vinyl chairs.
- 20) Clean microwaves thoroughly both inside and out

b. Weekly:

- 1) Vacuum, clean and disinfect all exposed / accessible surfaces of all furniture.
- 2) Machine buff hard surfaced floors to obtain maximum shine. Refinish as necessary. Floor finish to be approved by the Commission prior to use.
- 3) Clean and polish refrigerator, freezer and ice machine exterior. Equipment shall be wiped down, polished and left in clean condition, free of dust and streaks.
- 4) Clean refrigerator, freezer and ice machine condensation pan.

c. Monthly:

- 1) Dust all high reach areas, horizontal surfaces and ledges that are not accessible by normal daily dusting.
- 2) Dust window blinds.
- 3) Dust HVAC louvers, grilles, grates, etc., using non-treated microfiber dust cloth.
- 4) Clean all base boards using non-treated microfiber dust cloth.
- 5) Machine scrub hard surface floor and apply one coat of polish, allow to dry, then buff.

d. Quarterly:

- 1) Wipe down and sanitize interior walls and shelves of the Commission refrigerators at floors 1, 3 and 4. The Commission shall provide quarterly dates for this task and Contractor shall incorporate these dates into the annual schedule specified in Section C.3.b above.

e. Annually:

- 1) Strip hard surface floors down to bare floor surface, totally free of any wax, sealer or other finish. Mop the floor and let dry, then recoat with three coats of floor finish. Floor finish to be approved by the Commission prior to use.

10. Tasks at Restrooms/Locker Rooms:

a. Daily:

- 1) Empty waste and recycling receptacles and dispose of properly in the Office/Trash Recycle Room #P118. Disinfect receptacles and replace liners if needed. Spot clean receptacles as needed to maintain them in a clean and sanitary manner. Return receptacles to original location.
- 2) Dust all horizontal/vertical surfaces including all ledges, moldings, windows, walls, doors, door jambs, sills, light switches, baseboards, etc.
- 3) Spot clean all horizontal/vertical surfaces removing fingerprints, smudges and stains.
- 4) Sweep and damp-mop hard surface floors throughout to remove all loose dirt and grit, and then wet mop with clear water and dry. Special attention shall be paid to all stains and spills, especially coffee and drink spills. All mop marks and water splashes shall be removed from walls, base boards and furniture.
- 5) Clean and polish metal door kick plates. Metal shall be wiped clean, polished and left in a bright condition, free of dust and streaks.
- 6) Remove hard water deposits from faucets, sinks and countertops.
- 7) Refill C-fold towels within wall dispensers.
- 8) Refill C-fold towels in counter dispensers throughout, except at FJC and HOC.
- 9) Refill toilet seat cover dispensers.
- 10) Clean and sanitize restroom fixtures.
- 11) Clean and sanitize all sinks and wipe dry.
- 12) Clean and sanitize countertops and wipe dry.
- 13) Clean mirrors.
- 14) Empty all feminine sanitary waste receptacles, clean and disinfect.

- 15) Refill toilet paper within stall dispensers.
- 16) Provide FJC and HOC with 24 hour supply of toilet paper.
- 17) Clean and sanitize showers.

b. Weekly:

- 1) Clean and sanitize all restroom partitions removing fingerprints, smudges and stains.
- 2) Clean, disinfect and fill floor drains with water.
- 3) Remove and replace (17) 3'x5' brush step mats, Waxie, gray #232022 or approved equal.
Mat locations are as follows:
 - i. Four (4) mats on the fifth (5th) floor, one at each public restroom sink and one at each employee restroom sink. The executive restroom adjacent to Office #504 is not included.
 - ii. Two (2) mats on the fourth (4th) floor, one at each employee restroom sink. The Central Lunch Room #418 is not included.
 - iii. Four (4) mats on the third (3rd) floor, one at each public restroom sink and one at each employee restroom sink. The Coffee / Break Room #318 is not included.
 - iv. Two (2) mats on the second (2nd) floor, one at each employee restroom sink. The reception area restroom and the restroom inside Kitchen #222 are not included.
 - v. Three (3) mats on the first (1st) floor, one at the main lobby restroom sink, and one at each employee restroom sink. The restrooms at the HOC space are not included.
 - vi. Two (2) mats on the P1 level of the parking garage, one at each employee restroom sink.

c. Monthly:

- 1) Dust all high reach areas, horizontal surfaces and ledges that are not accessible by normal daily dusting
- 2) Dust HVAC louvers, grilles, grates, etc., using non-treated microfiber dust cloth.
- 3) Clean all base boards using non-treated microfiber dust cloth.
- 4) Machine scrub all restroom floors, grout, tile base and showers using germicidal detergent.

d. Annually:

- 1) Machine scrub all restroom floors, grout, tile base and showers using germicidal detergent.

11. Tasks at Mail Room/Shipping & Receiving #419 and Central Building Storage #420:

a. Daily:

- 1) Empty waste and recycling receptacles and dispose of properly in the Office/Trash Recycle Room #P118. Disinfect receptacles and replace liners if needed. Spot clean receptacles as needed to maintain them in a clean and sanitary manner. Return receptacles to original location.
- 2) Dust all horizontal/vertical surfaces including all ledges, moldings, windows, walls, doors, door jambs, sills, desks, file cabinets, conference tables, pictures, light switches, etc.

- 3) Spot clean all horizontal/vertical surfaces removing fingerprints, smudges and stains.
- 4) Arrange furniture in a neat and organized manner. Return furniture moved for cleaning purposes to their original locations.
- 5) Clean and sanitize telephones and receivers.
- 6) Sweep and damp-mop hard surface floors throughout to remove all loose dirt and grit, and then wet mop with clear water and dry. Special attention shall be paid to all stains and spills, especially coffee and drink spills. All mop marks and water splashes shall be removed from walls, base boards and furniture.
- 7) Clean and polish metal door kick plates. Metal shall be wiped clean, polished and left in a bright condition, free of dust and streaks.

b. Weekly:

- 1) Vacuum, clean and disinfect all exposed / accessible surfaces of all furniture.
- 2) Machine buff hard surfaced floors to obtain maximum shine. Refinish as necessary. Floor finish to be approved by the Commission prior to use.

c. Monthly:

- 1) Dust all high reach areas, horizontal surfaces and ledges that are not accessible by normal daily dusting.
- 2) Dust window blinds.
- 3) Dust HVAC louvers, grilles, grates, etc., using non-treated microfiber dust cloth.
- 4) Clean all base boards using non-treated microfiber dust cloth.
- 5) Machine scrub hard surface floor and apply one coat of polish, allow to dry, then buff.

d. Annually:

- 1) Strip hard surface floors down to bare floor surface, totally free of any wax, sealer or other finish. Mop the floor and let dry, then recoat with three coats of floor finish. Floor finish to be approved by the Commission prior to use.

12. Tasks at Janitorial Closets:

a. Daily:

- 1) Empty waste and recycling receptacles and dispose of properly in the Office/Trash Recycle Room #P118. Disinfect receptacles and replace liners if needed. Spot clean receptacles as needed to maintain them in a clean and sanitary manner. Return receptacles to original location.
- 2) Dust all horizontal/vertical surfaces including all ledges, moldings, windows, walls, doors, door jambs, sills, light switches, etc.
- 3) Spot clean all horizontal/vertical surfaces removing fingerprints, smudges and stains.
- 4) Clean and polish metal door kick plates. Metal shall be wiped clean, polished and left in a bright condition, free of dust and streaks.
- 5) Clean and arrange all equipment in janitor closet each night.
- 6) Empty vacuum cleaner bags each night.

7) Sweep and spot mop floor.

13. Tasks at Exterior Hardscapes:

a. Twice Weekly:

- 1) Power wash areas on Sunday identified in "Exhibit A" to remove all stains, dirt, debris, gum, etc.
- 2) Power wash areas on Wednesday identified in "Exhibit A" to remove all stains, dirt, debris, gum, etc.
- 3) Work shall be performed each Sunday and Wednesday morning between the hours of 2 AM and 5 AM.
- 4) Contractor shall provide a Storm Water Pollution Prevention Plan prior to performance of work.
- 5) Contractor's Staff shall be required to sign in and out at the Security desk for each shift.

14. Tasks at Office/Trash Recycle Room #P118:

a. Weekly:

- 1) Hose down and scrub the Office/Trash Recycle Room #P118 floor, walls and drain to remove dirt, grime and grease.

D. Janitorial Services Monitoring:

1. Commission representatives shall, at their discretion, monitor all services performed to ensure compliance with these Specifications / Scope of Services, and shall assess monetary fines in the amount of \$150.00 per occurrence to Contractor for deficiencies in accordance with the Performance Deficiency Fine Notification attached hereto as "Exhibit B." These performance deficiency fines shall continue to accrue daily until the required correction is completed.

E. Day Porter Services Specifications:

1. General:

- a. Contractor's personnel shall not open drawers or cabinets except to access approved supplies or with expression permission of the Commission representative.
- b. Items left on desks or other surfaces shall not be disturbed.
- c. Contractor shall report conditions such as leaky faucets, plugged drains, or broken fixtures, etc. to Commission representative.
- d. Contractor shall report equipment and facility damage to Commission representative immediately.
- e. Contractor shall report accidents and injuries to Commission representative immediately.
- f. The Commission shall supply all necessary equipment and supplies to perform cleaning duties.
- g. The day porter shall transfer required janitorial supplies from Commission stock to the 1st floor janitor closet, Storage #104.

2. Personnel:

- a. Contractor shall provide offsite supervision of cleaning personnel at all times.
- b. Live Scan Background Checks:
 - 1) Contractor shall perform a California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Live Scan background check on all personnel prior to their placement for work at Smart Corner.
 - 2) Contractor shall perform DOJ and FBI Live Scan background checks on all new and existing personnel no less than once every twelve (12) months.
 - 3) Contractor shall certify to the Commission that these checks have been performed by completing and submitting the Contractor Personnel Criminal Background Certification attached hereto as "Exhibit D."
 - 4) Contractor hereby acknowledges that no personnel will be allowed to work at the project site without a current Contractor Personnel Criminal Background Certification on file at the Commission offices.
- c. Contractor shall provide Commission with a current copy of a valid U.S. government-issued photo identification for all personnel prior to their placement for work at Smart Corner.
- d. Contractor must comply with immigration requirements related to the right to work in the United States.
- e. Contractor personnel shall have valid, U.S. government-issued photo identification with them at all times while at Smart Corner. No employees shall be allowed to work in the building without this identification.
- f. On-site security staff will provide keys and access control badge to the day porter on a daily basis as required for the work herein to be performed. Contractor shall be obligated to know and comply with the security requirements including, but not limited to, sign-in, sign-out and security alarm procedures. During their lunch break the keys, radio and access control badge will be turned into security. Upon returning from lunch all items will be re-issued and returned at the end of the work shift.
- g. All cleaning personnel shall wear protective gear appropriate to the task being performed. A minimum standard for protection shall be as specified per CAL/OSHA requirements. Examples include but are not limited to: eye protection, clean heavy gloves, appropriate shoes, mask to protect against splashing liquids, etc.
- h. All cleaning personnel shall conduct themselves in an appropriate manner at all times. Personnel who behave in an inappropriate manner shall be removed immediately and may be banned from Smart Corner.
- i. Contractor shall respond to all service complaints no later than the next business day.
- j. Contractor shall, upon request of the Commission, be present for joint inspections and/or on-site meetings to ensure that all contract specifications are being met. Meetings will at a minimum involve a tour of the building to inspect the quality of work, consistency of work, adherence to cleaning specifications and standards, review special problem areas and special cleaning needs of the building.
- k. All cleaning personnel shall wear a company uniform approved by the Commission.
- l. In the event the day porter is sick, fails to show or otherwise unable to perform duties, Contractor shall provide a day porter replacement by the next business day.

3. Work Schedule:

- a. Services shall be scheduled five days per week beginning at 10:00 AM to 4:00 PM, with a half hour lunch break.
- b. Contractor will provide the Commission with 48 hours advance notice of any schedule deviation.
- c. Services shall be performed five (5) days per week, Monday through Friday, from 10:00 a.m. through 4:00 p.m., with 30 minute lunch break. Exceptions to this schedule are as follows:
 - 1) Commission's dark Fridays (every other Friday beginning November 1, 2013), New Year's Day, Martin Luther King Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day.
- d. Contractor shall perform duties as per performance tasks outlined in section IV below and task lists provided by Commission.
- e. Contractor shall provide, upon request of the Commission, a record of days and hours worked by all day porter personnel.

4. Task Frequency:

- a. Daily tasks shall be performed each weekday (Monday-Friday).
- b. Weekly tasks shall be performed once per week.
- c. Monthly tasks shall be performed once per month.
- d. Bi-monthly tasks shall be performed twice per month.

5. Tasks at Restrooms/Locker Rooms:

a. Daily 1st Round:

- 1) Refill C-fold towels within wall dispensers.
- 2) Refill C-fold towels in counter dispensers throughout, except at FJC and HOC.
- 3) Refill toilet seat cover dispensers.
- 4) Refill hand soap dispenser.
- 5) Clean all sinks and wipe dry.
- 6) Clean all countertops and wipe dry.
- 7) Clean mirrors.
- 8) Refill toilet paper within stall dispensers.
- 9) Add water to floor drain.
- 10) Check and replace fluorescent lighting lamps.

b. Daily 2nd Round:

- 1) Refill C-fold towels within wall dispensers.
- 2) Refill C-fold towels in counter dispensers throughout, except at FJC and HOC.
- 3) Refill toilet seat cover dispensers.
- 4) Refill hand soap dispenser.
- 5) Clean all sinks and wipe dry.

- 6) Clean all countertops and wipe dry.
- 7) Clean mirrors.
- 8) Refill toilet paper within stall dispensers.
- 9) Add water to floor drain.
- 10) Check and replace fluorescent lighting lamps.

c. Monthly, 1st Working Friday:

- 1) Change urinal mat at P1 level garage men's employee restroom.
- 2) Change urinal mat at 1st floor men's employee restroom.
- 3) Change urinal mat at 2nd floor men's employee restroom.
- 4) Change urinal mat at 3rd floor men's employee restroom.
- 5) Change urinal mat at 4th floor men's employee restroom.
- 6) Change urinal mat at 5th floor men's employee restroom.

d. Monthly, 2nd Working Friday:

- 1) Change urinal mat at P1 level garage men's employee restroom.
- 2) Change urinal mat at 1st floor men's employee restroom.
- 3) Change urinal mat at 2nd floor men's employee restroom.
- 4) Change urinal mat at 3rd floor men's employee restroom.
- 5) Change urinal mat at 4th floor men's employee restroom.
- 6) Change urinal mat at 5th floor men's employee restroom.
- 7) Change urinal cartridge at P1 level garage men's employee restroom.
- 8) Change urinal cartridge at 1st floor men's employee restroom.
- 9) Change urinal cartridge at 2nd floor men's employee restroom.
- 10) Change urinal cartridge at 3rd floor men's employee restroom.
- 11) Change urinal cartridge at 4th floor men's employee restroom.
- 12) Change urinal cartridge at 5th floor men's employee restroom.

6. Tasks at Lunchrooms/Breakrooms:

a. Daily 1st Round:

- 1) Empty waste and recycling receptacles and dispose of properly in the Office/Trash Recycle Room #P118. Disinfect receptacles and replace liners if needed. Spot clean receptacles as needed to maintain them in a clean and sanitary manner. Return receptacles to original location.
- 2) Refill C-fold towels within wall dispensers.
- 3) Refill C-fold towels in counter dispensers throughout, except at FJC and HOC.
- 4) Clean all sinks and wipe dry.
- 5) Clean all countertops and wipe dry.
- 6) Refill paper towel rolls throughout, except at FJC and HOC.
- 7) Refill dish soap.
- 8) Check and replace fluorescent lighting lamps.

b. Daily 2nd Round:

- 1) Empty waste and recycling receptacles and dispose of properly in the Office/Trash Recycle Room #P118. Disinfect receptacles and replace liners if needed. Spot clean receptacles as needed to maintain them in a clean and sanitary manner. Return receptacles to original location.
- 2) Refill C-fold towels within wall dispensers.
- 3) Refill C-fold towels in counter dispensers throughout, except at FJC and HOC.
- 4) Clean all sinks and wipe dry.
- 5) Clean all countertops and wipe dry.
- 6) Refill paper towel rolls throughout, except at FJC and HOC.
- 7) Refill dish soap.
- 8) Check and replace fluorescent lighting lamps.

7. Tasks at Lobbies / Common Areas:

a. Daily 1st Round:

- 1) Clean all interior glass windows, doors and directory board glass.
- 2) Check and replace fluorescent lighting lamps.

b. Daily 2nd Round:

- 1) Clean all interior glass windows, doors and directory board glass.
- 2) Check and replace fluorescent lighting lamps.

c. Monthly 2nd Friday:

- 1) Dust all lighting and camera lens at P1 corridor.
- 2) Dust all lighting and camera lens at P1 elevator lobby.
- 3) Dust all lighting and camera lens at P2 elevator lobby.
- 4) Dust all lighting at South stair.
- 5) Dust all lighting at South stair.
- 6) Clean and wipe dry all lighting outside at exit doors.

8. Tasks at Offices/Cubicles:

a. Daily:

- 1) Check and replace fluorescent lighting lamps.

9. Tasks at Conference Rooms:

a. Daily Special Set ups:

- 1) Set up Special Conference Room layouts as needed.

b. Daily:

- 1) Check and replace fluorescent lighting lamps.

b. Weekly Tuesday:

- 1) Arrange furniture in a neat and organized manner at Conference Room #101.
- 2) Arrange furniture in a neat and organized manner at Conference Room #102.
- 3) Arrange furniture in a neat and organized manner at Conference Room #106.
- 4) Arrange furniture in a neat and organized manner at Conference Room #119 East.
- 5) Arrange furniture in a neat and organized manner at Conference Room #119 West.
- 6) Arrange furniture in a neat and organized manner at Conference Room #307.
- 7) Arrange furniture in a neat and organized manner at Conference Room #426 North.
- 8) Arrange furniture in a neat and organized manner at Conference Room #426 South.
- 9) Arrange furniture in a neat and organized manner at Conference Room #503.
- 10) Arrange furniture in a neat and organized manner at Conference Room #509.
- 11) Arrange furniture in a neat and organized manner at Conference Room #522.
- 12) Arrange furniture in a neat and organized manner at Conference Room #525.

c. Weekly Thursday:

- 1) Arrange furniture in a neat and organized manner at Conference Room #101.
- 2) Arrange furniture in a neat and organized manner at Conference Room #102.
- 3) Arrange furniture in a neat and organized manner at Conference Room #106.
- 4) Arrange furniture in a neat and organized manner at Conference Room #119 East.
- 5) Arrange furniture in a neat and organized manner at Conference Room #119 West.
- 6) Arrange furniture in a neat and organized manner at Conference Room #307.
- 7) Arrange furniture in a neat and organized manner at Conference Room #426 North.
- 8) Arrange furniture in a neat and organized manner at Conference Room #426 South.
- 9) Arrange furniture in a neat and organized manner at Conference Room #503.
- 10) Arrange furniture in a neat and organized manner at Conference Room #509.
- 11) Arrange furniture in a neat and organized manner at Conference Room #522.
- 12) Arrange furniture in a neat and organized manner at Conference Room #525.

10. Tasks at Exterior Hardscapes:

a. Daily:

- 1) Remove graffiti from all exterior surfaces.
- 2) Sweep and clean outside sidewalk surfaces.
- 3) Sweep and wipe clean building metal ledges along Broadway and 11th Ave.

b. Monthly:

- 1) Wash outside of Commission windows along Broadway and 11th Ave, Day 1.
- 2) Wash outside of Commission windows along Broadway and 11th Ave, Day 2.
- 3) Wash outside of Commission windows along Broadway and 11th Ave, Day 3.

- 4) Wash outside of Commission windows along Broadway and 11th Ave, Day 4.

11. Tasks Janitorial Closet:

a. Daily:

- 1) Stock supplies for the night janitors at 1st floor Janitorial Closet, Storage #104.

b. Monthly 2nd Monday:

- 1) Organize supplies at 1st floor Janitorial Closet, Storage #104.

F. Day Porter Services Monitoring:

1. Commission representatives shall, at their discretion, monitor all services performed to ensure compliance with these Specifications / Scope of Services, and shall assess monetary fines in the amount of \$150.00 per occurrence to Contractor for deficiencies in accordance with the Performance Deficiency Fine Notification attached hereto as "Exhibit C." These performance deficiency fines shall continue to accrue daily until the required correction is completed.

END OF SPECIFICATIONS / SCOPE OF SERVICES

Exhibit A

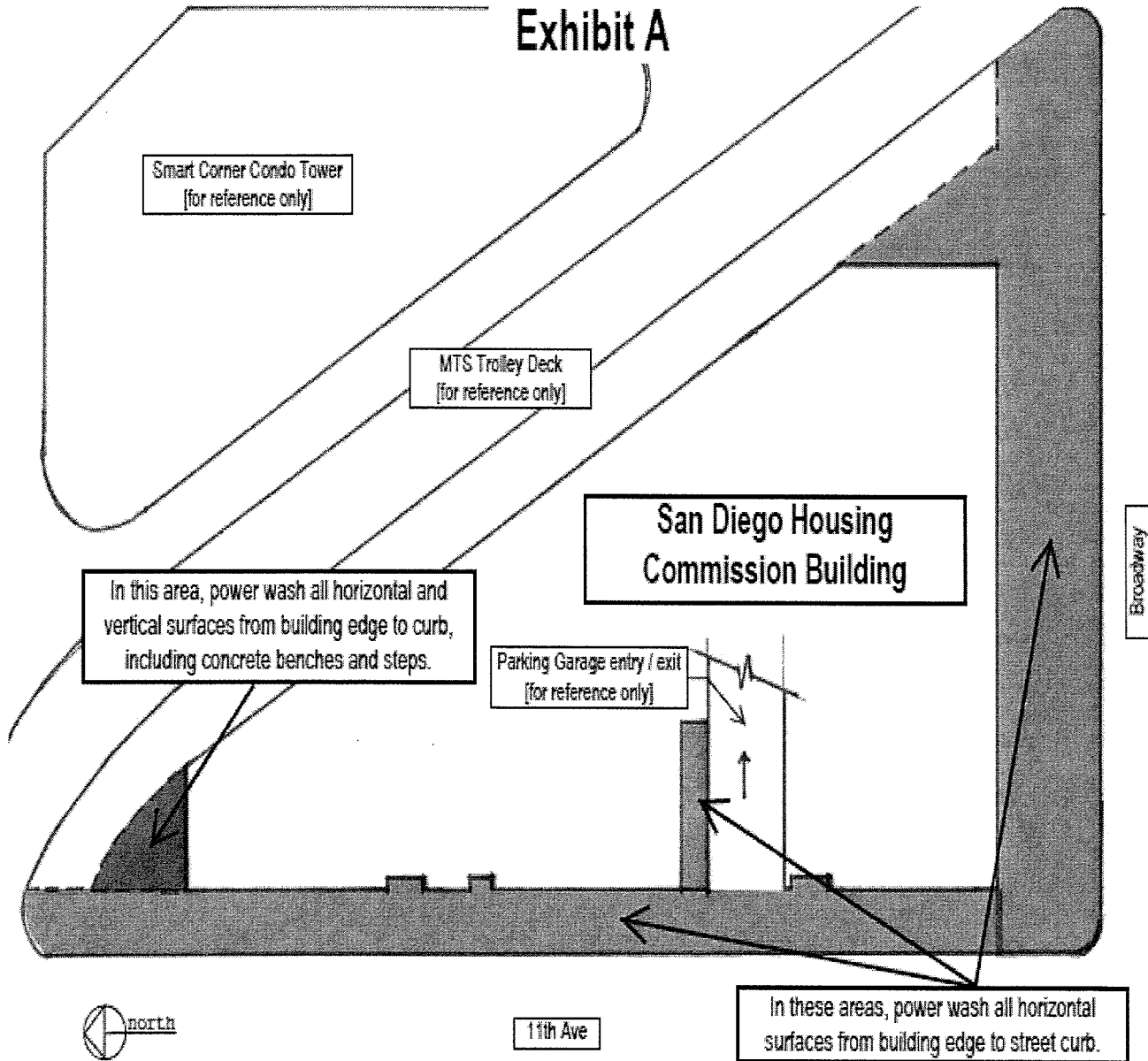


Exhibit B

PERFORMANCE DEFICIENCY FINE NOTIFICATION JANITORIAL SERVICES AT SMART CORNER

Notification to: _____

Inspection Date: _____ Inspection Time: _____ hrs

The following performance deficiencies have been observed and performance deficiency fines are being assessed in accordance with the contract terms. These performance deficiency fines are accrued at the rate of **\$150.00** per deficiency per day that the deficiency remains uncorrected.

Location: 1122 Broadway, San Diego, CA 92101

Please initiate the necessary corrective actions for the deficiencies noted below. Notify the Commission Representative or designee upon completion of corrections. The Commission Representative or designee will re-inspect the deficiencies and provide additional comment if required. Section D.1 of the Specifications / Scope of Services.

PERSONNEL

Daily Tasks – Section C.2.e of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Sign in with security and pick up keys and badge	<input type="checkbox"/>	2.	Return keys and badge to security at the end of shift. Sign out.		
Note: _____			Note: _____				

ENTRY AREAS / LOBBY

Daily Tasks – Section C.5.a of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Empty, clean and return waste and recycling	<input type="checkbox"/>	2.	Vacuum wall to wall	<input type="checkbox"/>	3.	Dust all horiz/vert surfaces	<input type="checkbox"/>	4.	Spot clean all horiz/vert surfaces
Note: _____			Note: _____			Note: _____			Note: _____		
<input type="checkbox"/>	5.	Arrange furniture	<input type="checkbox"/>	6.	Clean/sanitize telephones	<input type="checkbox"/>	7.	Remove spots on carpet	<input type="checkbox"/>	8.	Remove spots on fabric furniture
Note: _____			Note: _____			Note: _____			Note: _____		
<input type="checkbox"/>	9.	Sweep and damp mop hard surfaces	<input type="checkbox"/>	10.	Clean all interior and exterior glass windows, doors & directory boards	<input type="checkbox"/>	11.	Clean inside and outside of 2nd & 3rd reception glass	<input type="checkbox"/>	12.	Sweep/vacuum/clean walk-off mats
Note: _____			Note: _____			Note: _____			Note: _____		
<input type="checkbox"/>	13.	Clean/polish all metal	<input type="checkbox"/>	14.	Clean/sanitize push bars & door handles	<input type="checkbox"/>	15.	Clean/polish all interior elevator surfaces			
Note: _____			Note: _____			Note: _____					

Weekly Tasks – Section C.5.b of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Vacuum, clean, disinfect furniture	<input type="checkbox"/>	2.	Machine buff hard surfaced floors	<input type="checkbox"/>	3.	Sanitize the interior surfaces of the elevator	<input type="checkbox"/>	4.	Remove/replace (6) 3'x5' vinyl loop mats
Note: _____			Note: _____			Note: _____			Note: _____		

Monthly Tasks – Section C.5.c of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Dust all high reach areas	<input type="checkbox"/>	2.	Dust all window blinds	<input type="checkbox"/>	3.	Dust HVAC louvers, grilles	<input type="checkbox"/>	4.	Clean all base boards
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Machine wash all fabric, vinyl and paper walls. No FJC + HOC	<input type="checkbox"/>	6.	Machine scrub hard surface floor and apply one coat of polish						
Note:			Note:								

Annual Tasks – Section C.5.d of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Strip hard surface floors and add three coats of floor finish									
Note:											

OFFICES / CUBICLES**Daily Tasks – Section C.6.a of the Specifications / Scope of Services**

<input type="checkbox"/>	1.	Empty, clean and return waste and recycling	<input type="checkbox"/>	2.	Vacuum wall to wall	<input type="checkbox"/>	3.	Dust all horiz/vert surfaces	<input type="checkbox"/>	4.	Spot clean all horiz/vert surfaces
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Arrange furniture	<input type="checkbox"/>	6.	Clean/sanitize telephones	<input type="checkbox"/>	7.	Remove spots on carpet			
Note:			Note:			Note:					

Weekly Tasks – Section C.6.b of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Vacuum, clean, disinfect furniture	<input type="checkbox"/>	2.	Clean cubicle glass	<input type="checkbox"/>	3.	Clean individual office door side-light glass			
Note:			Note:			Note:					

Monthly Tasks – Section C.6.c of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Dust all high reach areas	<input type="checkbox"/>	2.	Dust all window blinds	<input type="checkbox"/>	3.	Dust HVAC louvers, grilles	<input type="checkbox"/>	4.	Clean all base boards
Note:			Note:			Note:			Note:		

Annual Tasks – Section C.6.d of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Shampoo and extract carpet wall to wall									
Note:											

CONFERENCE ROOMS**Daily Tasks – Section C.7.a of the Specifications / Scope of Services**

<input type="checkbox"/>	1.	Empty, clean and return waste and recycling	<input type="checkbox"/>	2.	Vacuum wall to wall	<input type="checkbox"/>	3.	Dust all horiz/vert surfaces	<input type="checkbox"/>	4.	Spot clean all horiz/vert surfaces
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Arrange furniture	<input type="checkbox"/>	6.	Clean/sanitize telephones	<input type="checkbox"/>	7.	Remove spots on carpet	<input type="checkbox"/>	8.	Clean display cabinet glass in CR426
Note:			Note:			Note:			Note:		

<input type="checkbox"/>	9.	Clean interior glass doors/walls inside and out. No FJC + HOC	<input type="checkbox"/>	10.	Clean dry-erase marker boards and trays. No FJC + HOC		
Note:			Note:				

Weekly Tasks – Section C.7.b of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Vacuum, clean, disinfect furniture			
Note:					

Monthly Tasks – Section C.7.c of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Dust all high reach areas	<input type="checkbox"/>	2.	Dust all window blinds	<input type="checkbox"/>	3.	Dust HVAC louvers, grilles	<input type="checkbox"/>	4.	Clean all base boards
Note:			Note:			Note:			Note:		

Annual Tasks – Section C.7.d of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Shampoo and extract carpet wall to wall			
Note:					

STAIRWELLS

Daily Tasks – Section C.8.a of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Dust all horiz/vert surfaces	<input type="checkbox"/>	2.	Spot clean all horiz/vert surfaces	<input type="checkbox"/>	3.	Sweep and spot clean	<input type="checkbox"/>	4.	Clean/polish metal door kick plates
Note:			Note:			Note:			Note:		

Monthly Tasks – Section C.8.b of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Dust all high reach areas	<input type="checkbox"/>	2.	Sweep and damp mop hard surfaces		
Note:			Note:				

Annual Tasks – Section C.8.c of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Strip hard surface floor and add three coats of floor finish			
Note:					

LUNCHROOMS / BREAKROOMS

Daily Tasks – Section C.9.a of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Empty, clean and return waste and recycling	<input type="checkbox"/>	2.	Dust all horiz/vert surfaces	<input type="checkbox"/>	3.	Spot clean all horiz/vert surfaces	<input type="checkbox"/>	4.	Arrange furniture
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Clean/sanitize telephones	<input type="checkbox"/>	6.	Sweep and damp mop hard surfaces	<input type="checkbox"/>	7.	Clean/polish metal door kick plates	<input type="checkbox"/>	8.	Remove hard water deposits
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	9.	Remove spots on fabric furniture	<input type="checkbox"/>	10.	Refill C-fold towels within wall dispensers	<input type="checkbox"/>	11.	Refill C-fold towels on counter. No FJC + HOC	<input type="checkbox"/>	12.	Clean/sanitize sinks and wipe dry
Note:			Note:			Note:			Note:		

<input type="checkbox"/>	13.	Clean/sanitize countertops	<input type="checkbox"/>	14.	Refill paper towel rolls. No FJC + HOC	<input type="checkbox"/>	15.	Damp/dry exterior vending machine	<input type="checkbox"/>	16.	Clean entry glass door
Note:			Note:			Note:			Note:		

<input type="checkbox"/>	17.	Clean/sanitize push bars & door handles	<input type="checkbox"/>	18.	Clean/sanitize tables and vinyl chairs	<input type="checkbox"/>	19.	Clean microwaves inside & out	
Note:			Note:			Note:			

Weekly Tasks – Section C.9.b of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Vacuum, clean, disinfect furniture	<input type="checkbox"/>	2.	Machine buff hard surfaced floors	<input type="checkbox"/>	3.	Clean/polish exterior of refrigerator, freezer and ice machine	<input type="checkbox"/>	4.	Clean refrigerator, freezer and ice machine condensation pan
Note:			Note:			Note:			Note:		

Monthly Tasks – Section C.9.c of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Dust all high reach areas	<input type="checkbox"/>	2.	Dust all window blinds	<input type="checkbox"/>	3.	Dust HVAC louvers, grilles	<input type="checkbox"/>	4.	Clean all base boards
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Machine scrub hard surface floor and apply one coat of polish									
Note:											

Quarterly Tasks – Section C.9.d of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Wipe down/sanitize interior walls and shelves of Commission refrigerators.				
Note:						

Annual Tasks – Section C.9.e of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Strip hard surface floor and add three coats of floor finish				
Note:						

RESTROOMS / LOCKER ROOMS

Daily Tasks – Section C.10.a of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Empty, clean and return waste and recycling	<input type="checkbox"/>	2.	Dust all horiz/vert surfaces	<input type="checkbox"/>	3.	Spot clean all horiz/vert surfaces	<input type="checkbox"/>	4.	Sweep and damp mop hard surfaces
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Clean/polish metal door kick plates	<input type="checkbox"/>	6.	Remove hard water deposits	<input type="checkbox"/>	7.	Refill C-fold towels within wall dispensers	<input type="checkbox"/>	8.	Refill C-fold towels on counter. No FJC + HOC
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	9.	Refill toilet seat covers	<input type="checkbox"/>	10.	Clean/sanitize restroom fixtures	<input type="checkbox"/>	11.	Clean/sanitize/dry sinks	<input type="checkbox"/>	12.	Clean/sanitize countertops
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	13.	Clean mirrors	<input type="checkbox"/>	14.	Empty/clean/disinfect feminine sanitary waste receptacle	<input type="checkbox"/>	15.	Refill toilet paper within stall dispensers	<input type="checkbox"/>	16.	Provide FJC + HOC with 24 hour supply of toilet paper
Note:			Note:			Note:			Note:		

<input type="checkbox"/>	17.	Clean/sanitize showers			
Note:					

Weekly Tasks – Section C.10.b of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Clean/sanitize restroom partitions	<input type="checkbox"/>	2.	Clean/disinfect/fill floor drains with water	<input type="checkbox"/>	3.	Remove/replace (17) 3'x5' brush step mats	
Note:			Note:			Note:			

Monthly Tasks – Section C.10.c of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Dust all high reach areas	<input type="checkbox"/>	2.	Dust HVAC louvers, grilles	<input type="checkbox"/>	3.	Clean all base boards	<input type="checkbox"/>	4.	Machine scrub restroom floors, grout, tile base & shower
Note:			Note:			Note:			Note:		

Annual Tasks – Section C.10.d of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Machine scrub restroom floors, grout, tile base & shower				
Note:						

MAIL ROOM / SHIPPING & RECEIVING #419 AND CENTRAL BUILDING STORAGE #420

Daily Tasks – Section C.11.a of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Empty, clean and return waste and recycling	<input type="checkbox"/>	2.	Dust all horiz/vert surfaces	<input type="checkbox"/>	3.	Spot clean all horiz/vert surfaces	<input type="checkbox"/>	4.	Arrange furniture
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Clean/sanitize telephones	<input type="checkbox"/>	6.	Sweep and damp mop hard surfaces	<input type="checkbox"/>	7.	Clean/polish metal door kick plates			
Note:			Note:			Note:					

Weekly Tasks – Section C.11.b of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Vacuum, clean, disinfect furniture	<input type="checkbox"/>	2.	Machine buff hard surfaced floors		
Note:			Note:				

Monthly Tasks – Section C.11.c of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Dust all high reach areas	<input type="checkbox"/>	2.	Dust all window blinds	<input type="checkbox"/>	3.	Dust HVAC louvers, grilles	<input type="checkbox"/>	4.	Clean all base boards
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Machine scrub hard surface floor and apply one coat of polish									
Note:											

Annual Tasks – Section C.11.d of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Strip hard surface floor and add three coats of floor finish				
Note:						

JANITORIAL CLOSETS

Daily Tasks – Section C.12.a of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Empty, clean and return waste and recycling	<input type="checkbox"/>	2.	Dust all horiz/vert surfaces	<input type="checkbox"/>	3.	Spot clean all horiz/vert surfaces	<input type="checkbox"/>	4.	Clean/polish metal door kick plates
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Clean/arrange equipment in janitor closet nightly	<input type="checkbox"/>	6.	Empty cleaner bags nightly	<input type="checkbox"/>	7.	Sweep and spot mop floor			
Note:			Note:			Note:					

EXTERIOR HARDSCAPES

Twice Weekly Tasks – Section C.13.a of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Work performed between 2am - 5am	<input type="checkbox"/>	2.	Power wash on Sunday	<input type="checkbox"/>	3.	Power wash on Wednesday	<input type="checkbox"/>	4.	Sign in and out at Security
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Provide Storm water Pollution Prevention Plan									
Note:											

OFFICE / TRASH RECYCLING ROOM #P118

Weekly Tasks – Section C.14.a of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Hose down and scrub room floor, wall and drain to remove dirt, grime and grease.			
Note:					

Total # of Deficiencies	
x Daily Fine	\$ 150.00
Total Fine	\$

Comments: _____

Contractor Representative

Commission Representative or Designee

Exhibit C

PERFORMANCE DEFICIENCY FINE NOTIFICATION DAY PORTER SERVICES AT SMART CORNER

Notification to: _____

Inspection Date: _____ Inspection Time: _____ hrs

The following performance deficiencies have been observed and performance deficiency fines are being assessed in accordance with the contract terms. These performance deficiency fines are accrued at the rate of **\$150.00** per deficiency per day that the deficiency remains uncorrected.

Location: 1122 Broadway, San Diego, CA 92101

Please initiate the necessary corrective actions for the deficiencies noted below. Notify the Commission Representative or designee upon completion of corrections. The Commission Representative or designee will re-inspect the deficiencies and provide additional comment if required. Section F.1 of the Specifications / Scope of Services.

PERSONAL

Daily Tasks – Section E.2.e of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Sign in with security and pick up keys, radio and badge	<input type="checkbox"/>	2.	½ hour lunch break. Sign out with security. Turn in keys, radio and badge	<input type="checkbox"/>	3.	After lunch, sign in with security and pick up keys, radio and badge	<input type="checkbox"/>	4.	Return keys, radio and badge to security at the end of shift. Sign out.
Note: _____			Note: _____			Note: _____			Note: _____		

RESTROOMS / LOCKER ROOMS

Daily Tasks 1st Round – Section E.5.a of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Refill C-fold towels within wall dispensers	<input type="checkbox"/>	2.	Refill C-fold towels on counter	<input type="checkbox"/>	3.	Refill toilet seat covers	<input type="checkbox"/>	4.	Refill hand soap dispenser
Note: _____			Note: _____			Note: _____			Note: _____		
<input type="checkbox"/>	5.	Clean/dry sinks	<input type="checkbox"/>	6.	Clean/dry countertops	<input type="checkbox"/>	7.	Clean mirrors	<input type="checkbox"/>	8.	Refill toilet paper within stall dispensers
Note: _____			Note: _____			Note: _____			Note: _____		
<input type="checkbox"/>	9.	Add water to floor drain	<input type="checkbox"/>	10.	Check/replace fluorescent lighting lamps						
Note: _____			Note: _____								

Daily Tasks 2nd Round – Section E.5.b of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Refill C-fold towels within wall dispensers	<input type="checkbox"/>	2.	Refill C-fold towels on counter	<input type="checkbox"/>	3.	Refill toilet seat covers	<input type="checkbox"/>	4.	Refill hand soap dispenser
Note: _____			Note: _____			Note: _____			Note: _____		
<input type="checkbox"/>	5.	Clean/dry sinks	<input type="checkbox"/>	6.	Clean/dry countertops	<input type="checkbox"/>	7.	Clean mirrors	<input type="checkbox"/>	8.	Refill toilet paper within stall dispensers
Note: _____			Note: _____			Note: _____			Note: _____		

<input type="checkbox"/>	9.	Add water to floor drain	<input type="checkbox"/>	10.	Check/replace fluorescent lighting lamps		
Note:			Note:				

Monthly Task 1st Friday– Section E.5.c of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Change urinal mat at P1 garage men's restroom	<input type="checkbox"/>	2.	Change urinal mat at 1 st floor men's restroom	<input type="checkbox"/>	3.	Change urinal mat at 2 nd floor men's restroom	<input type="checkbox"/>	4.	Change urinal mat at 3 rd floor men's restroom
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Change urinal mat at 4 th floor men's restroom	<input type="checkbox"/>	6.	Change urinal mat at 5 th floor men's restroom						
Note:			Note:								

Monthly Task 2nd Friday – Section E.5.d of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Change urinal cartridge at P1 garage men's restroom	<input type="checkbox"/>	2.	Change urinal cartridge at 1 st floor men's restroom	<input type="checkbox"/>	3.	Change urinal cartridge at 2 nd floor men's restroom	<input type="checkbox"/>	4.	Change urinal cartridge at 3 rd floor men's restroom
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Change urinal cartridge at 4 th floor men's restroom	<input type="checkbox"/>	6.	Change urinal cartridge at 5 th floor men's restroom	<input type="checkbox"/>	7.	Change urinal mat at P1 garage men's restroom	<input type="checkbox"/>	8.	Change urinal mat at 1 st floor men's restroom
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	9.	Change urinal mat at 2 nd floor men's restroom	<input type="checkbox"/>	10.	Change urinal mat at 3 rd floor men's restroom	<input type="checkbox"/>	11.	Change urinal mat at 4 th floor men's restroom	<input type="checkbox"/>	12.	Change urinal mat at 5 th floor men's restroom
Note:			Note:			Note:			Note:		

LUNCHROOMS / BREAKROOMS

Daily Tasks 1st round – Section E.6.a of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Empty, clean and return waste and recycling	<input type="checkbox"/>	2.	Refill C-fold towels within wall dispensers	<input type="checkbox"/>	3.	Refill C-fold towels on counter	<input type="checkbox"/>	4.	Clean/dry sinks
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Clean/dry countertops	<input type="checkbox"/>	6.	Refill paper towel roll	<input type="checkbox"/>	7.	Refill dish soap	<input type="checkbox"/>	8.	Check/replace fluorescent lighting lamps
Note:			Note:			Note:			Note:		

Daily Tasks 2nd Round – Section E.6.b of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Empty, clean and return waste and recycling	<input type="checkbox"/>	2.	Refill C-fold towels within wall dispensers	<input type="checkbox"/>	3.	Refill C-fold towels on counter	<input type="checkbox"/>	4.	Clean/dry sinks
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Clean/dry countertops	<input type="checkbox"/>	6.	Refill paper towel roll	<input type="checkbox"/>	7.	Refill dish soap	<input type="checkbox"/>	8.	Check/replace fluorescent lighting lamps
Note:			Note:			Note:			Note:		

LOBBIES / COMMON AREAS

Daily Tasks 1st Round – Section E.7.a of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Clean lobby windows, doors and directory board glass	<input type="checkbox"/>	2.	Check/replace fluorescent lighting lamps		
Note:			Note:				

Daily Tasks 2nd Round – Section E.7.b of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Clean lobby windows, doors and directory board glass	<input type="checkbox"/>	2.	Check/replace fluorescent lighting lamps		
Note:			Note:				

Monthly Tasks 2nd Friday – Section E.7.c of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Dust all lighting and camera lens at P1 corridor	<input type="checkbox"/>	2.	Dust all lighting and camera lens at P1 elevator lobby	<input type="checkbox"/>	3.	Dust all lighting and camera lens at P2 elevator lobby	<input type="checkbox"/>	4.	Dust all lighting at South stair
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Dust all lighting at North stair	<input type="checkbox"/>	6.	Dust all lighting at exterior exit doors						
Note:			Note:								

OFFICES/ CUBICLES**Daily Tasks – Section E.8.a of the Specifications / Scope of Services**

<input type="checkbox"/>	1.	Check/replace fluorescent lighting lamps				
Note:						

CONFERENCE ROOMS**Daily Tasks Special Room Set ups – Section E.9.a of the Specifications / Scope of Services**

<input type="checkbox"/>	1.	Set up conference room per attached layout	<input type="checkbox"/>	2.	Set up conference room per attached layout	<input type="checkbox"/>	3.	Set up conference room per attached layout	<input type="checkbox"/>	4.	Set up conference room per attached layout
Note:			Note:			Note:			Note:		

Daily Tasks – Section E.9.b of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Check/replace fluorescent lighting lamps				
Note:						

Weekly Tasks Tuesday – Section E.9.c of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Clean and arrange furniture in Conf Room #101	<input type="checkbox"/>	2.	Clean and arrange furniture in Conf Room #102	<input type="checkbox"/>	3.	Clean and arrange furniture in Conf Room #106	<input type="checkbox"/>	4.	Clean and arrange furniture in Conf Room #119 East
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Clean and arrange furniture in Conf Room #119 West	<input type="checkbox"/>	6.	Clean and arrange furniture in Conf Room #307	<input type="checkbox"/>	7.	Clean and arrange furniture in Conf Room #426 North	<input type="checkbox"/>	8.	Clean and arrange furniture in Conf Room #426 South
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	9.	Clean and arrange furniture in Conf Room #503	<input type="checkbox"/>	10.	Clean and arrange furniture in Conf Room #509	<input type="checkbox"/>	11.	Clean and arrange furniture in Conf Room #522	<input type="checkbox"/>	12.	Clean and arrange furniture in Conf Room #525
Note:			Note:			Note:			Note:		

Weekly Tasks Thursday – Section E.9.d of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Clean and arrange furniture in Conf Room #101	<input type="checkbox"/>	2.	Clean and arrange furniture in Conf Room #102	<input type="checkbox"/>	3.	Clean and arrange furniture in Conf Room #106	<input type="checkbox"/>	4.	Clean and arrange furniture in Conf Room #119 East
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	5.	Clean and arrange furniture in Conf Room #119 West	<input type="checkbox"/>	6.	Clean and arrange furniture in Conf Room #307	<input type="checkbox"/>	7.	Clean and arrange furniture in Conf Room #426 North	<input type="checkbox"/>	8.	Clean and arrange furniture in Conf Room #426 South
Note:			Note:			Note:			Note:		
<input type="checkbox"/>	9.	Clean and arrange furniture in Conf Room #503	<input type="checkbox"/>	10.	Clean and arrange furniture in Conf Room #509	<input type="checkbox"/>	11.	Clean and arrange furniture in Conf Room #522	<input type="checkbox"/>	12.	Clean and arrange furniture in Conf Room #525
Note:			Note:			Note:			Note:		

EXTERIOR HARDSCAPES**Daily Tasks – Section E.10.a of the Specifications / Scope of Services**

<input type="checkbox"/>	1.	Clean graffiti	<input type="checkbox"/>	2.	Sweep outside around the building	<input type="checkbox"/>	3.	Sweep and wipe off building ledge	
Note:			Note:			Note:			

Monthly Tasks 1st Wednesday – Section E.10.b of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Wash outside windows on Day 1	<input type="checkbox"/>	2.	Wash outside windows on Day 2	<input type="checkbox"/>	3.	Wash outside windows on Day 3	<input type="checkbox"/>	4.	Wash outside windows on Day 4
Note:			Note:			Note:			Note:		

JANITORIAL CLOSETS**Daily Tasks – Section E.11.a of the Specifications / Scope of Services**

<input type="checkbox"/>	1.	Stock supplies at 1st floor Storage # 104				
Note:						

Monthly Tasks 2nd Monday – Section E.11.b of the Specifications / Scope of Services

<input type="checkbox"/>	1.	Organize supplies at 1st floor Storage # 104			
Note:					

Total # of Deficiencies

x Daily Fine

\$ 150.00

Total Fine

\$

Comments: _____

Contractor Representative

Commission Representative or Designee

Exhibit D

**CONTRACTOR PERSONNEL
CRIMINAL BACKGROUND CHECK CERTIFICATION**

The San Diego Housing Commission requires all contracted employees providing services at Smart Corner to obtain criminal history background checks. On behalf of the Contractor named below, the undersigned certifies that Contractor has obtained, reviewed and approved all required criminal history record information, including information obtained via Live Scan (California Department of Justice and FBI), for the employee named below. The undersigned further certifies that this employee has no felony conviction(s) which would prevent him/her from performing services under the Contractor's agreement with the Commission.

If Contractor receives subsequent information that an employee performing services for the Commission has a felony conviction, Contractor shall immediately remove said employee from his or her duties and shall immediately notify the Commission Representative. Failure of Contractor to provide this certification for any employee providing services at Smart Corner may be cause for contract termination.

Contractor Name: _____ Contract No: _____

Employee Name: _____ Employee Position: _____

*Date background check results were received and approved by Contractor: _____

☐ Copy of employee's valid U.S. government issued photo I.D.

*This Certification valid for 12 months from the date of background check results.

CERTIFIED BY:

_____	_____
Name	Title
_____	_____
Signature	Date

	Telephone Number

FOR COMMISSION USE ONLY

Commission Representative: _____ Signature: _____ Date: _____

**CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE**

**SAN DIEGO HOUSING COMMISSION
Janitorial and Day Porter Services at Smart Corner
Proposal Pricing Sheet**

THE FOLLOWING BID QUOTATIONS MUST BE BASED ON THE SPECIFICATIONS CONTAINED HEREIN

DESCRIPTION OF SERVICE	Monthly Cost	Annual Cost
Smart Corner Janitorial Services	\$ 8,575.00	\$ 102,900.00
Smart Corner Day Porter Services	\$ 2,348.00	\$ 28,176.00
	Total	\$ 131,076.00

(Monthly/annual costs shall be inclusive of all overhead and profit, taxes and fringe benefits, etc. and shall be built-in to the preceding)

Determination of the lowest cost will be based on total annual bid amount.

Date: July 01, 2013.

Printed Name of Bidder (Contractor)

NMS Management, Inc.

By: David S. Guaderrama



Signature

CONTRACT ATTACHMENT NO. 4

**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 of the City of San Diego are committed to an Equal Opportunity Program pursuant to applicable Federal and State laws and regulations, which provides 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

NMS Management, 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 corrective actions that will be taken by this firm to eliminate any discriminatory outreach or hiring practices, if they exist, and to introduce outreach and hiring practices to maximize employment opportunities for all qualified individuals.


David S. Guaderrama

President /CEO

Name of Authorized Official

Title

October 21, 2013



Signature of Authorized Official

Date

CONTRACT ATTACHMENT NO. 5 **WORKFORCE REPORT**

SAN DIEGO HOUSING COMMISSION
CA 92101

1122 Broadway Suite 300, San Diego

Name of Firm NMS Management, Inc

Payroll Ending Date 5/15/13

WORK FORCE REPORT OF SAN DIEGO COUNTY

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

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

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian Pacific Islander		(4) American Indian		(5) Caucasian		(6) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial			2	2								
Professional Specialty												
Engineers/Architects												
Technicians and Related Support												
Sales												
Administrative Support/Clerical			1									
Services												
Precision Production, Craft and Repair												
Machine Operators, Assemblers, Inspectors												
Transportation and Material Moving												
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*	2		25	40								
TOTALS EACH COLUMN	2	0	28	42	0	0	0	0	0	0	0	0
DISABLED (by ethnicity & gender)												
GRAND TOTAL OF ALL EMPLOYEES	2	0	28	42	0	0	0	0	0	0	0	0

NON PROFIT AGENCIES ONLY

President												
Vice President												
Secretary												
Treasurer												
TOTALS EACH COLUMN												

Indicate the gender and minority composition of the board as required above.
Please substitute titles of officers or board members as necessary.

Equal Opportunity Contracting Work Force Report (rev. 8/30/08)