

AGREEMENT FOR CITY JANITORIAL SERVICES

THIS AGREEMENT ("Agreement"), made and entered into by and between the CITY OF BURLINGAME, a municipal corporation, hereinafter called "City", and KARLA'S JANITORIAL AND SUPPLIERS, LLC hereafter called "Contractor," collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the City Council authorized and the Department of Public Works issued an invitation for bids for JANITORIAL SERVICES ("City Project").

WHEREAS, on September 20, 2022, at 2:30 p.m., four bids received were opened in public, by the City Clerk; and

WHEREAS, the bid from Contractor was determined to be the lowest responsive and responsible bid for the City Project in the amount of \$1,591,132.00 for a three-year period, commencing on December 1, 2022 through November 30, 2025 with two 1-year renewal options at the election of the City; and

WHEREAS, City and Contractor desire to enter into this Agreement for the services described in the Bid and Notice to Contractors: Janitorial Services.

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. Scope of work.

Contractor shall perform the work as described in the Bid and Notice to Contractors: Janitorial Services issued by the City, attached hereto as Exhibit A, at the prices presented in the Contractor's Services Proposal for City of Burlingame Janitorial Services, attached hereto as Exhibit B.

2. The Contract Documents.

The complete contract consists of the following documents: this Agreement, the Bid and Notice to Contractors (Exhibit A), the accepted bid (Exhibit B), and are hereinafter referred to as the Contract Documents. All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents. All of the above described documents are intended to cooperate so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

3. Contract Price.

The City shall pay, and the Contractor shall accept, in full, payment not to exceed the sum of One Million Five Hundred Ninety-One Thousand, One Hundred and Thirty-Two Dollars (\$1,591,132.00). In the event work is performed or materials furnished in addition to those set forth in Contractor's Bid and the Specifications, such work and materials will be paid for at the unit (section) prices therein contained. Said amount shall be paid in progress payments as provided in the Contract Documents.

4. Provisions Cumulative.

The provisions of this Agreement are cumulative and in addition to and not in limitation of any other rights or remedies available to the City.

5. Notices.

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices required to be given to the City shall be addressed as follows:

Facilities and Fleet Division Manager
City of Burlingame
Public Works Department
1361 N. Carolan Avenue
Burlingame, California 94010
(650) 558-7670

Notices required to be given to Contractor shall be addressed as follows:

Sheyla Garcia, Account Manager
Karla's Janitorial & Suppliers, LLC.
1485 Bayshore Blvd, M.B. 205
San Francisco, CA 94124
(415) 494-5347

6. Interpretation.

As used herein, any gender includes the other gender and the singular includes the plural and vice versa.

7. Termination

The City reserves the right to terminate this Agreement for failure of the Contractor to perform the work according to the Bid Specifications.

8. Insurance

Contractor, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof, acceptable to the City, the insurance coverages specified in Exhibit B, "City Insurance Requirements," attached hereto and incorporated herein by reference. Contractor shall demonstrate proof of required insurance coverage prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance and original endorsements to City. The City shall be named as a primary insured.

9. Indemnification

The Contractor shall indemnify, defend, and hold City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the Services, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. This indemnification and hold harmless clause shall survive the termination of this Agreement.

10. Compliance with All Laws

In the performance of this Agreement, Contractor shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of the City. Contractor warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license or registration of any kind is required of Contractor, its employees, agents, or subcontractors by law, Contractor warrants that such license has been obtained, is valid and in good standing, and Contractor shall keep it in effect at all times during the term of this Agreement, and that any applicable bond shall be posted in accordance with all applicable laws and regulations.

IN WITNESS WHEREOF, Contractor and City execute this Agreement.

CITY OF BURLINGAME
501 Primrose Road
Burlingame, CA 94010

KARLA'S JANITORIAL AND
SUPPLIERS LLC

By: Lisa K. Goldman
Lisa K. Goldman
City Manager

Date: October 31, 2022

Attest: Meaghan Hassel-Shearer
Meaghan Hassel-Shearer
City Clerk

Approved as to form:

Michael Guina
Michael Guina
City Attorney

By: Sheyla Garcia
Name Sheyla Garcia
Title Account Manager

Date: 10/26/2022



RESOLUTION NO. 123-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGAME
AWARDING A JANITORIAL SERVICES AGREEMENT TO KARLA'S JANITORIAL
AND SUPPLIERS, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT**

WHEREAS, on August 22, 2022, the Department of Public Works issued a notice inviting bids for the City of Burlingame Janitorial Services; and

WHEREAS, on September 20, 2022, the City received four bid proposals; and

WHEREAS, Karla's Janitorial and Suppliers, LLC submitted the lowest responsible bid in the amount of \$1,591,132 to provide janitorial services to City facilities for a three-year period; and

WHEREAS, City staff reviewed the bid proposal of Karla's Janitorial and Suppliers, LLC, and determined it to be responsible and in compliance with the project requirements.

NOW, THEREFORE, be it RESOLVED, that the bid of Karla's Janitorial and Suppliers, LLC for said project in the amount of \$1,591,132 is accepted; and

BE IT FURTHER RESOLVED that a contract, in the form attached hereto, be entered into between the successful bidder and the City of Burlingame for the performance of said work, and that the City Manager is authorized on behalf of the City of Burlingame to execute said contract and to approve the labor materials bond required to be furnished by the contractor, as well as make such non-substantive amendments as necessary to carry out the effect of this Resolution.



Ricardo Ortiz, Mayor

I, Meaghan Hassel-Shearer, City Clerk of the City of Burlingame, certify that the foregoing Resolution was introduced at a regular meeting of the City Council held on the 17th day of October, 2022, and was adopted thereafter by the following vote:

AYES: COUNCILMEMBERS: BEACH, BROWNRIGG, COLSON, O'BRIEN KEIGHRAN, ORTIZ

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE



Meaghan Hassel-Shearer, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Capital Providers Insurance License #0H52316 20750 Ventura Blvd., Ste 305 Woodland Hills CA 91364	CONTACT NAME: Raymond Shults-Fitze PHONE (A/C, No, Ext): (818) 676-0016 FAX (A/C, No): (818) 676-0015 E-MAIL ADDRESS: certs@cpisgroup.com														
INSURED Karla's Janitorial & Suppliers, LLC 1485 Bayshore Blvd. M.B. 205 San Francisco CA 94124	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER B: Capitol Indemnity Corp.</td> <td>10472</td> </tr> <tr> <td>INSURER C: Preferred Professional Insurance Co.</td> <td>36234</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Insurance America, Inc.	24554	INSURER B: Capitol Indemnity Corp.	10472	INSURER C: Preferred Professional Insurance Co.	36234	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 22-23 GL/A/U/WC**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			NPC-1005921-00	04/29/2022	04/29/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			NBA-1005922-00	04/29/2022	04/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist \$ 1,000,000
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB			XS19000537-03	04/29/2022	04/29/2023	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ON12516 01	03/02/2022	03/02/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the name insured. City of Burlingame, its officers, officials, employees, and volunteers are named additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Burlingame
 501 Primrose Road
 Burlingame, CA 94010

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: NPC-1005921-00

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract	Blanket as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: NPC-1005921-00

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as required by written contract	Blanket as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: NPC-1005921-00

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Designated Construction Project(s):** Policy aggregate limit applies per work site.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

ENDORSEMENT #

This endorsement, effective 12:01 a.m. , forms a part of

Policy No. issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

XL Plus Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read this endorsement carefully to determine rights, duties, and what is and is not covered.

A. Reasonable Force – Bodily Injury or Property Damage

B. Damage To Premises Rented To You Extension

- Perils of fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage
- Limit increased to \$300,000

C. Aircraft Chartered with Crew

D. Non-Owned Watercraft

E. Personal and Advertising Injury – Assumed by Insured Contract

F. Increased Supplementary Payments

- Cost for bail bonds increased to \$5,000
- Loss of earnings increased to \$1,000 per day

G. Broadened Named Insured

H. Blanket Additional Insured – Managers or Lessors of Premises

I. Blanket Additional Insured – Lessor of Leased Equipment

J. Injury to Co-Employees and Co-Volunteer Workers

K. Knowledge and Notice of Occurrence or Offense

L. Unintentional Omission

M. Liberalization

N. Blanket Waiver of Subrogation

O. Incidental Medical Malpractice Injury

P. Extension of Coverage – Bodily Injury

Q. Coverage Territory

A. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Exclusion **a.** Expected Or Intended Injury of Part **2.**, Exclusions of Coverage **A.** Bodily Injury And Property Damage Liability of Section **I** – Coverages is deleted in its entirety and replaced by the following:

[This insurance does not apply to:]

Expected or Intended Injury or Damage

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last paragraph of **2.** Exclusions of Coverage **A.** Bodily Injury And Property Damage Liability of Section **I** - Coverages is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damages to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. A separate limit of insurance applies to this coverage as described in Section **III**- Limits of Insurance.

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph **6.** of Section **III**- Limits of Insurance is deleted in its entirety and replaced by the following:

6.a. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same “occurrence”, whether such damage results from fire, explosion, lightning, smoke, aircraft or vehicle or riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage or any combination of any of these.

- b. The Damage to Premises Rented to You Limit will be the higher of:

(1) \$300,000; or

(2) The amount shown on the Declarations for Damage to Premises Rented to You Limit.

4. Paragraph **9.a.** of the definition of “insured contract” under Section **V- Definitions**, is deleted in its entirety and replaced by the following:

[“Insured contract” means:]

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage to premises while rented to you, or temporarily occupied by you with the permission of the owner is not an “insured contract”.
5. This Article **B.** does not apply if coverage for Damage to Premises Rented to You of Coverage **A. Bodily Injury And Property Damage Liability** of Section **I – Coverages** is excluded by endorsement.

C. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in Exclusion **g.**, Aircraft, Auto or Watercraft in Part **2.**, Exclusions of Coverage **A. Bodily Injury And Property Damage** of Section **I – Coverages**:

[This exclusion does not apply to:]

Aircraft chartered with crew to any insured.

2. This Article **C.** does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Article **C.** shall be excess over any valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

D. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph **(2)** of Exclusion **g.** Aircraft, Auto or Watercraft in Part **2.**, Exclusions of Coverage **A. Bodily Injury And Property Damage Liability** of Section **I – Coverages** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry persons or property for a charge;

2. This Article **D.** applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. This insurance provided by this Article **D.** shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

E. PERSONAL AND ADVERTISING INJURY – ASSUMED BY INSURED CONTRACT

1. Exclusion **e.** Contractual Liability in Part **2.**, Exclusions of Coverage **B. Personal And Advertising Injury Liability** of Section **I – Coverages** is deleted in its entirety and replaced by the following:

[This insurance does not apply to:]

e. Contractual Liability

"Personal and Advertising Injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

1. That the insured would have in the absence of the contract or agreement; or
 2. Assumed in a written contract or agreement that is an "insured contract"; provided the "personal and advertising injury" is caused by an offense which occurs subsequent to the execution of the contract or agreement.
2. Subparagraph **f.** of the definition of "insured contract" Section **V.- Definitions** is deleted in its entirety and replaced by the following:
- f.** That part of any other contract or agreement pertaining to your business, including an indemnification of a municipality in connection for work performed for a municipality, under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
2. This Article **E.** does not apply if Coverage **B.** Personal And Advertising Injury Liability is excluded by endorsement.

F. INCREASED SUPPLEMENTARY PAYMENTS

Subparagraphs **1. b.** and **d.** of Supplementary Payments – Coverages **A** And **B** of Section **I** - Coverages are amended as follows:

1. In Subparagraph **b.**, the amount we will pay for the cost of bail bonds is increased up to \$5,000.
2. In Subparagraph **d.**, the amount we will pay for a loss of earnings is increased up to \$1,000 a day.

G. BROADENED NAMED INSURED

1. The Named Insured in Item **1.** of the Declarations is as follows:

The person or organizations named in Item **1.** of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date that you no longer maintain ownership of, or majority interest in, such organization.

2. This Article **G.** does not apply to any person or organization for which coverage is excluded by endorsement.

H. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

1. Section II-Who Is An Insured is amended to include as an insured any person or organization with whom you have agreed in a written contract executed prior to loss (an "additional insured"), but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:
 - a. Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits you agreed to provide, or the limits shown on the Declarations, whichever is less.
 - b. The insurance afforded to the "additional insured" does not apply to:
 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - (2) Any premises for which coverage is excluded by endorsement; or
 - (3) Structural alterations, new construction or demolition operations performed by or on behalf of such "additional insured".
2. The insurance afforded to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

I. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. Section II-Who Is An Insured is amended to include an "additional insured" (as defined in Article H. above), but only with respect to their liability arising out of maintenance, operation or use by you of equipment leased to you by such "additional insured", subject to the following provisions:
 - a. Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
 - b. The insurance afforded to the "additional insured" does not apply to:
 - (1) Any "occurrence" that takes place after the equipment lease expires; or
 - (2) "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
2. The insurance provided to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have a written contract for this insurance to apply on a primary or contributory basis.

J. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Section II- Who Is An Insured is amended to include your "employees" as insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.

2. Section II – Who Is An Insured is amended to include your “volunteer workers” as insureds with respect to “bodily injury” to a co-“volunteer worker” while performing duties related to the conduct of your business, or to your “employees” employment by you, provided that this coverage for your “volunteer workers” does not apply while performing duties unrelated to the conduct of your business.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit of the Section IV - Commercial General Liability Conditions:

Notice of an “occurrence” or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the “occurrence” or offense has been reported to any insured listed under Paragraph 1. of Section II-Who Is An Insured or any “employee” (such as insurance, loss control, risk manager or administrator) designated by you to give such notice.

Knowledge of any other “employee(s)” of an “occurrence” or of an offense does not imply that you also have such knowledge.

Notice shall be deemed prompt if given in good faith as soon as practicable to your workers compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an “employee” (such as an insurance, loss control, or risk manager or administrator) designated by you to give such notice discovers that the “occurrence”, offense or claim may involve this policy.

L. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of Section IV- Commercial General Liability Conditions:

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Article L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws or regulations.

M. LIBERALIZATION

The following is added to Section IV-Commercial General Liability Conditions:

Liberalization

After the issuance of this policy, if we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without a premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

N. BLANKET WAIVER OF SUBROGATION

The following is added to Section **IV**-Commercial General Liability Conditions:

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

O. INCIDENTAL MEDICAL MALPRACTICE INJURY

1. For insurance applicable to this Article O, the definition of "bodily injury" in Section **V** - Definitions is amended to include, "Incidental Medical Malpractice Injury".
2. The following definition is added to Section **V**- Definitions:

"Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - c. First aid; or
 - d. "Good Samaritan Services". As used in this Article **O.**, "Good Samaritan Services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph **2.a.(1)(d)** of Section **II** -Who Is An Insured does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in Paragraph **2.** above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph **2.** Exclusions of Coverage **A.** – Bodily Injury And Property Damage Liability of Section **I** – Coverages:

[This insurance does not apply to:]

Willful Violation of Penal Statute

Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.

5. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services described in Paragraph **2.a.** through **2.d.** above to any one person, will be considered one "occurrence".
6. This Article **O.** does not apply if you are in the business or occupation of providing any of the services described in Paragraph **2.** above.

7. The insurance provided by this Article **O.** shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

P. EXTENSION OF COVERAGE – BODILY INJURY

The definition of “bodily injury” Section **V-** Definitions is deleted in its entirety and replaced by the following:

3. “Bodily injury” means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

Q. COVERAGE TERRITORY

The definition of “coverage territory” Section **V-** Definitions is deleted in its entirety and replaced by the following:

4. “Coverage territory” means anywhere in the world.

This insurance does not apply to:

- a. “bodily injury” or “property damage” that takes place; or
- b. “personal and advertising injury” caused by an offense committed outside the United States of America (including its possessions and territories), Canada and Puerto Rico, unless a “suit” on the merits (to determine the insured’s responsibility to pay damages to which this insurance applies) is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico.

This insurance does not apply to damage, loss, cost or expenses in connection with any “suit” brought outside the United States of America (including its possessions and territories), Canada or Puerto Rico.

POLICY NUMBER:

XIC 421 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

- A. Temporary Substitute Auto Physical Damage**
- B. Who Is An Insured**
 - 1. Broad Form Insured**
 - 2. Employees As Insureds**
 - 3. Additional Insured By Contract, Agreement or Permit**
 - 4. Employee Hired Autos**
- C. Supplementary Payments**
- D. Amended Fellow Employee Exclusion**
- E. Physical Damage Coverage**
 - 1. Rental Reimbursement**
 - 2. Extra Expense – Broadened Coverage**
 - 3. Personal Effects Coverage**
 - 4. Lease Gap**
 - 5. Glass Repair – Waiver Of Deductible**
- F. Physical Damage Coverage Extensions**
 - 1. Additional Transportation Expense**
 - 2. Hired Auto Physical Damage**
- G. Business Auto Conditions**
 - 1. Notice Of Occurrence**
 - 2. Waiver Of Subrogation**
 - 3. Unintentional Failure To Disclose Hazards**
 - 4. Primary Insurance**
- H. Bodily Injury Redefined**
- I. Extended Cancellation Condition**

A. Temporary Substitute Auto Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is changed by adding the following:

If Physical Damage coverage is provided by this Coverage Form, the following types of vehicles are also covered “autos” for Physical Damage coverage:

1. Any “auto” you do not own while used with the permission of its owner as a temporary substitute for a covered “auto” you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. “Loss”; or
 - e. Destruction.

B. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is changed by adding the following:

1. Broad Form Insured

For any covered “auto”, any subsidiary, affiliate or organization, other than a partnership or joint venture, as may now exist or hereafter be constituted over which you assume active management or maintain ownership or majority interest, provided that you notify us within ninety (90) days from the date that any such subsidiary or affiliate is acquired or formed and that there is no similar insurance available to that organization. However, coverage does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization.

2. Employees As Insureds

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow, in your business or your personal affairs.

3. Additional Insured By Contract, Agreement Or Permit

Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is provided under this policy, provided that the “bodily injury” or “property damage” occurs subsequent to the execution of the written contract, agreement or permit.

4. Employee Hired Autos

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b.
is replaced with the following:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

- (1)** Any covered “auto” you lease, hire, rent or borrow; and
- (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

C. Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is changed as follows:

Item **(2)** is deleted and replaced by the following:

- (2)** Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

Item **(4)** is deleted and replaced by the following:

- (4)** All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Amended Fellow Employee Exclusion

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply.

The insurance provided under this Provision **D.** is excess over any other collectible insurance.

E. Physical Damage Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is changed by adding the following:

1. Rental Reimbursement

- a.** We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.
- b.** We will pay only for those expenses incurred during the policy period beginning twenty-four (24) hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - (2) Thirty (30) days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred.
 - (2) \$50 any one day per private passenger "auto";
\$100 any one day per truck;
\$1,500 any one period per private passenger "auto";
\$3,000 any one period per truck; or
Higher limits if shown elsewhere in this policy.
- d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

2. Extra Expense – Broadened Coverage

We will pay for the expense of returning a stolen covered "auto" to you.

3. Personal Effects Coverage

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for "personal effects" stolen from the "auto".

As used in this endorsement, "personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

4. Lease Gap

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchases with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

5. Glass Repair – Waiver Of Deductible

No deductible applies to glass damage if the glass is repaired rather than replaced.

F. Physical Damage Coverage Extensions

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by the following:

1. Additional Transportation Expense

Sections a. and b. are amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

2. Hired Auto Physical Damage

The following section is added:

Any “auto” you lease, hire, rent or borrow is deemed to be a covered “auto” for physical damage coverage. The most we will pay for each covered “auto” is the lesser of:

- (1)** the actual cash value;
- (2)** the cost for repair or replacement; or
- (3)** \$50,000, or higher limit if shown on the Declarations for Hired Auto Physical Damage Coverage.

For each covered “auto” a deductible of \$100 for Comprehensive Coverage and \$1,000 for Collision Coverage will apply.

G. Business Auto Conditions

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions is changed by the following:

1. Notice Of Occurrence

Section 2. – Duties In The Event Of Accident, Claim, Suit Or, Loss, a. is changed by adding the following:

If you report an injury to an “employee” to your workers’ compensation carrier and if it is subsequently determined that the injury is one to which this insurance may apply, any failure to comply with this condition will be waived if you provide us with the required notice as soon thereafter as practicable after you know or reasonably should have known that this insurance may apply.

2. Waiver Of Subrogation

Section 5. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

However, this Condition does not apply to any person(s) or organization(s) with whom you have a written contract, but only to the extent that subrogation is waived prior to the “accident” or the “loss” under such contract with that person or organization.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions is changed by the following:

3. Unintentional Failure To Disclose Hazards

The following condition is added:

Your unintentional failure to disclose all hazards as of the inception date of the policy shall not prejudice any insured with respect to the coverage afforded by this policy.

4. Primary Insurance

Condition 5. Other Insurance is changed by adding the following:

For any covered “auto” this insurance shall apply as primary and not contribute with any other insurance where such requirement is agreed in a written contract executed prior to a “loss”.

H. Bodily Injury Redefined

SECTION V – DEFINITIONS, C. “Bodily injury” is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

I. Extended Cancellation Condition

COMMON POLICY CONDITIONS (Form IL 00 17), A. Cancellation, 2.b. is replaced by the following:

The greater of sixty (60) days or the time required by any applicable state amendatory endorsement before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC ON 04 WS A****(Ed. 01-19)****WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Blanket Waiver: The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Specific Waiver: The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

Blanket Waiver of Subrogation

Job Description

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 03/02/2022

Insured Karla's Janitorial & Suppliers
L.L.C.

Policy No.: ON12516 - 01

Insurance Company Preferred Professional Insurance Company

Endorsement No.:

Countersigned By



AM Best Rating Services

XL Insurance America, Inc.

BestLink  AMB #: 002423 NAIC #: 24554 FEIN #: 756017952

Administrative Office

70 Seaview Avenue
Stamford, Connecticut 06902

[United States](#)

Web: www.axaxl.com

Phone: 203-964-5200

Fax: 203-964-3444

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Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category): A+ (Superior)
Affiliation Code: g (Group)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: September 17, 2021
Initial Rating Date: June 30, 1950

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Dan Hofmeister, CFA, FRM, CAIA, CPCU, ARe, AIS, AIAF
Associate Director : Gregory Dickerson
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category): aa- (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: September 17, 2021
Initial Rating Date: April 11, 2005

Note: Credit Ratings on this company are [European Union Endorsed](#) and [United Kingdom Endorsed](#)

Disclosure Information

Disclosure Information Form

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Press Release

[AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Subsidiaries](#)
September 17, 2021

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Financial Size Category [View Definition](#)

Financial Size Category: XV (\$2 Billion or greater)

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1950.

Financial Strength Rating

Long-Term Issuer Credit Rating

Effective Date	Rating	Effective Date	Rating
September 17, 2021	A+	September 17, 2021	aa-
September 29, 2020	A+	September 29, 2020	aa-
December 12, 2019	A+	December 12, 2019	aa-
December 06, 2018	A+	December 06, 2018	aa-
March 06, 2018	A u	March 06, 2018	a+ u
August 11, 2017	A	August 11, 2017	a+

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [086106 - XL Bermuda Ltd.](#)



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



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Press Releases

Date ▼	Title
Sep 17, 2021	AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Subsidiaries
Sep 29, 2020	AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Main Property/Casualty Subsidiaries
Dec 12, 2019	AM Best Affirms Credit Ratings of XL Bermuda Ltd and Its Main P/C Subs; Withdraws Credit Ratings of XLIT Ltd. and XL Group Ltd
Dec 06, 2018	AM Best Removes from Under Review, Upgrades Credit Ratings of XL Group Ltd, Its Main Property/Casualty Subsidiaries and XLIT Ltd
Mar 06, 2018	A.M. Best Places Credit Ratings of XL Group Ltd and Its Subsidiaries Under Review With Developing Implications
Aug 11, 2017	A.M. Best Affirms Credit Ratings of XL Group Ltd, Its Property/Casualty Subsidiaries and XLIT Ltd.
Aug 03, 2016	A.M. Best Revises ICR Outlook to Stable for XL Group Ltd's Subsidiaries; Upgrades ICRs of Catlin Ins. Co. Ltd. and

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NAIC Group List

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Comparison Data

Company
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Complaints Studies

Additional Info

Find A Company
Representative In
Your Area

View Financial
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COMPANY PROFILE

Company Information

XL INSURANCE AMERICA, INC.

70 SEAVIEW AVENUE
STAMFORD, CT 06902
800-622-7311

Old Company Names

Effective Date

REPUBLIC CAS CO	12/29/1954
VANGUARD INSURANCE COMPANY	08/06/1998
WINTERTHUR INTERNATIONAL AMERICA INSURANCE COMPANY	10/27/2003

Agent For Service

AMANDA GARCIA
330 N Brand Blvd Ste 700
Glendale CA 91203

Reference Information

NAIC #:	24554
California Company ID #:	1384-7
Date Authorized in California:	07/01/1950
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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NAIC Group List

NAIC Group #: 0968 AXA INS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the [glossary](#).

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MARINE
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PLATE GLASS

SPRINKLER

SURETY

WORKERS' COMPENSATION

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AM Best Rating Services

Capitol Indemnity Corporation



AMB #: 000235 NAIC #: 10472 FEIN #: 390971527

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Phone: 608-829-4200

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View additional [news, reports and products](#) for this company.

AM Best Rating Unit: [AMB #: 005716 - CapSpecialty Insurance Group](#)

Based on AM Best's analysis, [058334 - Berkshire Hathaway Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category):	A u (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Positive
Action:	Under Review
Effective Date:	October 21, 2022
Initial Rating Date:	June 30, 1965

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Guy Simoes

Associate Director : Gregory Dickerson

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category):	a u (Excellent)
Outlook (or Implication):	Positive
Action:	Under Review
Effective Date:	October 21, 2022
Initial Rating Date:	November 16, 2005

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Places Credit Ratings of Alleghany Corporation and Its Affiliates Under Review With Positive Implications](#)

October 21, 2022

View AM Best's [Rating Review Form](#)

Financial Size Category [View Definition](#)

Financial Size Category:	IX (\$250 Million to \$500 Million)
--------------------------	-------------------------------------

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1965.

Financial Strength Rating

Long-Term Issuer Credit Rating

Effective Date	Rating	Effective Date	Rating
October 21, 2022	A u	October 21, 2022	a u
November 17, 2021	A	November 17, 2021	a
October 29, 2020	A	October 29, 2020	a
October 30, 2019	A	October 30, 2019	a
November 02, 2018	A	November 02, 2018	a

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
005716	CapSpecialty Insurance Group (SG)	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.
	Rating Unit	

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [005716 - CapSpecialty Insurance Group](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional [news, reports and products](#) for this company.

Press Releases

Date ▾	Title
Oct 21, 2022	AM Best Places Credit Ratings of Alleghany Corporation and Its Affiliates Under Review With Positive Implications
Mar 21, 2022	AM Best Comments on Credit Ratings of Alleghany Corporation and Affiliates Following Announced Acquisition by Berkshire Hathaway
Nov 17, 2021	AM Best Affirms Credit Ratings of Alleghany Corp., Transatlantic Re Co and RSUI Group; Revises ICR Outlook for CapSpecialty Group
Oct 29, 2020	AM Best Affirms Credit Ratings of Alleghany Corp., Transatlantic Re Co. and Members of RSUI Group and CapSpecialty Insurance Grp
Oct 30, 2019	AM Best Affirms Credit Ratings of Transatlantic Reinsurance Company and Alleghany Corporation
Nov 02, 2018	A.M. Best Affirms Credit Ratings of Transatlantic Reinsurance Company and Alleghany Corporation

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17 items in 2 pages

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United Kingdom Disclosures

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**CALIFORNIA
DEPARTMENT OF INSURANCE****Company Profile**

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COMPANY PROFILE**Company Information****CAPITOL INDEMNITY CORPORATION**

**P.O. BOX 5900
MADISON, WI 53705
800-475-4450**

Old Company Names**Effective Date****Agent For Service**

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	10472
California Company ID #:	5126-8
Date Authorized in California:	09/24/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WISCONSIN

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NAIC Group List

NAIC Group #: **0501** Alleghany Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the [glossary](#).

AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE

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AM Best Rating Services

Preferred Professional Insurance Company

BestLink  AMB #: 003699 NAIC #: 36234 FEIN #: 470580977

Mailing Address
P.O. Box 540658
Omaha, Nebraska 68154-0658
[United States](#)

Web: www.coverys.com
Phone: 800-255-6168
Fax: 617-526-0384
[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 018359 - Coverys Companies](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [011673 - Medical Professional Mutual Insurance Co](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category):	A (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 14, 2022
Initial Rating Date:	May 23, 1994

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Connor Brach, FRM

Senior Financial Analyst: Jieqiu Fan

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 14, 2022
Initial Rating Date:	June 07, 2007

Disclosure Information

Disclosure Information Form
View AM Best's [Rating Disclosure Form](#)

Press Release
[AM Best Assigns Credit Ratings to Coverys International Insurance Company DAC; Affirms Ratings of Members of Coverys Companies](#)
July 14, 2022

View AM Best's [Rating Review Form](#)

Financial Size Category [View Definition](#)

Financial Size Category:	XIII (\$1.25 Billion to \$1.5 Billion)
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u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1994.

Financial Strength Rating

Long-Term Issuer Credit Rating

Effective Date	Rating
July 14, 2022	A
July 08, 2021	A
June 24, 2020	A
June 12, 2019	A
May 31, 2018	A

Effective Date	Rating
July 14, 2022	a
July 08, 2021	a
June 24, 2020	a
June 12, 2019	a
May 31, 2018	a

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [018359 - Coverys Companies](#).



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View additional [news, reports and products](#) for this company.

Press Releases

Date ▾	Title
Jul 14, 2022	AM Best Assigns Credit Ratings to Coverys International Insurance Company DAC; Affirms Ratings of Members of Coverys Companies
May 03, 2022	AM Best Assigns Credit Ratings to Omaha National Insurance Company
Nov 05, 2021	AM Best Assigns Preliminary Credit Assessment to Omaha National Insurance Company
May 31, 2018	A.M. Best Assigns Credit Ratings to Healthcare Underwriters Group, Inc.; Affirms Credit Ratings of Members of Coverys Companies
Jun 29, 2017	A.M. Best Upgrades Credit Ratings of Some Members of Coverys Companies
Jun 20, 2016	A.M. Best Revises Outlook to Positive for Certain Subsidiaries of Medical Professional Mutual Insurance Company
May 13, 2014	A.M. Best Comments on Coverys Companies' Definitive Agreement to Acquire Preferred Professional Insurance

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Your AreaView Financial
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COMPANY PROFILE

Company Information

PREFERRED PROFESSIONAL INSURANCE COMPANY

11605 MIRACLE HILLS DRIVE, SUITE 200
OMAHA, NE 68154-4467

Old Company Names

Effective Date

PREFERRED PHYSICIANS INSURANCE COMPANY

12/14/1998

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	36234
California Company ID #:	4302-6
Date Authorized in California:	12/01/1995
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEBRASKA

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NAIC Group List

NAIC Group #: 1154 Coverys Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the [glossary](#).

AUTOMOBILE

LIABILITY

WORKERS' COMPENSATION

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City of Burlingame
Bid Results for Project Request for Bids: Janitorial Services
Issued on 08/22/2022
Bid Due on September 20, 2022 2:00 PM (PDT)

Locations/Service: City Hall, Main Library, Easton Library, Public Works Corp Yard, Police Station, Village Park Preschool, Parks Corp Yard, Depot, Community Center, Day Porter

	Year 1	Year 2	Year 3	Total for Years 1, 2, & 3
	Annual Cost	Annual Cost	Annual Cost	
Olympic Cleaning/Bissell Brothers	\$ 377,264.00	\$ 388,493.70	\$ 400,185.96	\$ 1,165,943.66
Impec Group	\$ 484,378.65	\$ 484,378.65	\$ 484,378.65	\$ 1,453,135.95
Karla's Janitorial & Suppliers	\$ 519,914.00	\$ 530,304.00	\$ 540,914.00	\$ 1,591,132.00
Universal Building Services and Supply Co.	\$ 537,720.00	\$ 553,860.00	\$ 570,480.00	\$ 1,662,060.00



The City of Burlingame

CITY HALL — (650) 558-7230
PUBLIC WORKS — 501 PRIMROSE ROAD
BURLINGAME, CALIFORNIA 94010-3997

CORPORATION YARD — (650) 558-7670
1361 NORTH CAROLAN AVENUE
BURLINGAME, CALIFORNIA 94010-2401

www.burlingame.org

October 3, 2022

Mr. Richard Peterson
Impec Group
3350 Scott Blvd
Santa Clara, CA 95054

RE: Disqualification of Bid Proposal

Dear Mr. Peterson,

Thank you for submitting your company's bid for the Request for Bids – Janitorial Services. The City recognizes the time required to prepare a bid proposal.

After reviewing your company's bid proposal documents, the bidder's bond provided by your company was identified as incomplete. We regret to inform you that your company has been disqualified due to failure to complete the required bidder's bond which has rendered your company's bid proposal as non-responsive. The City is therefore exercising its right to reject any bid as stated in the solicitation.

We thank you again for your company's interest, and please refer to the PB SystemTM website for future bidding opportunities - <https://pbsystem.planetbids.com/portal/46106/bo/bo-search>.

Sincerely,

Kevin Dawdy
Senior Management Analyst

cc: Deputy Director of Public Works Operations
Facilities & Fleet Division Manager



The City of Burlingame

CITY HALL — (650) 558-7230
PUBLIC WORKS — 501 PRIMROSE ROAD
BURLINGAME, CALIFORNIA 94010-3997

CORPORATION YARD — (650) 558-7670
1361 NORTH CAROLAN AVENUE
BURLINGAME, CALIFORNIA 94010-2401

www.burlingame.org

October 3, 2022

Ms. Mary Davey
Olympic Cleaning Service
2560 Teepee Drive, Suite C
Stockton, CA 95205

RE: Disqualification of Bid Proposal

Dear Ms. Davey,

Thank you for submitting your company's bid for the Request for Bids – Janitorial Services. The City recognizes the time required to prepare a bid proposal.

We regret to inform you that your company has been disqualified due to failure to provide the required training manual on cleaning services and procedures for janitorial staff for your company as noted on the first page of the "Statement of Experience Qualifications" which has rendered your company's bid proposal as non-responsive. The City is therefore exercising its right to reject any bid as stated in the solicitation.

We thank you again for your company's interest, and please refer to the PB SystemTM website for future bidding opportunities - <https://pbsystem.planetbids.com/portal/46106/bo/bo-search>.

Sincerely,

A handwritten signature in black ink that reads "Kevin Dawdy".

Kevin Dawdy
Senior Management Analyst

cc: Deputy Director of Public Works Operations
Facilities & Fleet Division Manager



The City of Burlingame

CITY HALL — (650) 558-7230
PUBLIC WORKS — 501 PRIMROSE ROAD
BURLINGAME, CALIFORNIA 94010-3997

CORPORATION YARD — (650) 558-7670
1361 NORTH CAROLAN AVENUE
BURLINGAME, CALIFORNIA 94010-2401

www.burlingame.org

October 3, 2022

Mr. Leonard Brusseau
Universal Building Service and Supply Co.
3120 Pierce Street
Richmond, CA 94804

RE: Request for Bids – Janitorial Services

Dear Mr. Brusseau,

Thank you for submitting your company's bid for the Request for Bids – Janitorial Services. The City recognizes the time required to prepare a bid proposal.

Your company submitted the highest bid amount of \$1,662,060.00 and has not been selected to provide janitorial services. We thank you for your many years of providing janitorial services to the City of Burlingame.

We thank you again, and please refer to the PB System™ website for future bidding opportunities - <https://pbsystem.planetbids.com/portal/46106/bo/bo-search>.

Sincerely,

Kevin Dawdy
Senior Management Analyst

cc: Deputy Director of Public Works Operations
Facilities & Fleet Division Manager



The City of Burlingame

PUBLIC WORKS DEPARTMENT
TEL: (650) 558-7230
FAX: (650) 685-9310

CITY HALL - 501 PRIMROSE ROAD
BURLINGAME, CALIFORNIA 94010-3997
www.burlingame.org

CORPORATION YARD
TEL: (650) 558-7670
FAX: (650) 696-1598

August 22, 2022

NOTICE INVITING SEALED BIDS

In order to maintain safe distancing practices, the City of Burlingame has made some changes to requesting bid documents, submitting bids, and opening bids.

The City of Burlingame will be receiving bids for **JANITORIAL SERVICES** via PB System™, a fully automated web-based vendor and bid management system. Prospective bidders should visit <https://pbsystem.planetbids.com/portal/46106/portal-home> to register, download bid documents, and submit their bid. All bids must be submitted to PB System™ before 2:00 P.M. on Tuesday, September 20, 2022. Bid results will be publicly opened and read at 2:30 P.M. on Tuesday, September 20, 2022 via an online video conference platform. Those submitting a bid will be sent an email with the conference call information for the bid opening. Only the contractors who submitted bids will receive an invitation to the bid opening. Additionally, the bid results will be displayed in the PB System™ after they are publicly read.

The work shall consist of janitorial services at City buildings starting tentatively in November 2022. The Term of the final Agreement is for three (3) years with two (2) one (1) year options at the election of the City.

A **MANDATORY** pre-bid meeting will be held at **9:00 A.M. on Thursday, September 1, 2022, at the Public Works Corporation Yard's Training Room: 1361 North Carolan Avenue, Burlingame, CA 94010. All Bidders must be present at 9:00 A.M. on Thursday, September 1, 2022.** An optional walk-through the City locations will follow at the end of the pre-bid meeting. The walk-through will take an estimated 2-3 hours.

Johnson Woo
Facilities & Fleet Division Manager

DATE OF POSTING: August 22, 2022

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BID FORM

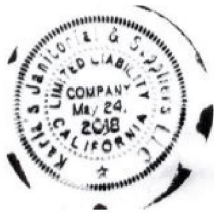
_____, September 6, 2022

TO THE CITY OF BURLINGAME, CALIFORNIA:

Pursuant to the foregoing Bid and Notice to Contractors, the undersigned bidder herewith submits its bid on the Bid Form and completes all the required forms attached hereto and made a part hereof, and binds itself on award by the City of Burlingame under this bid to execute in accordance with such award, a contract, of which this Bid and Notice to Contractors, Instructions to Bidders, General Provisions, Special Provisions, and Special Building Provisions are hereby made a part of this Bid and all provisions thereof are hereby accepted.

The bidder further agrees that in case of its default in executing the contract, and providing the required bonds and insurance, the cash, check or Bidder's Bond, accompanying its bid and the money payable thereon shall be and remain the property of the City of Burlingame, as provided in the Instructions to Bidders and the Special Provisions.

COMPANY NAME: Karla's Janitorial & Suppliers, LLC.



Signature

Sheyla Garcia

Address 1485 Bayshore Blvd. M.B. 205 San Francisco, CA 94124

CONTRACTOR'S TELEPHONE NO.
(415) 494-5347

Fax no. (415) 494-5378

If Corporation, organized under the laws of the State of California

Nature of firm (corporation, partnership, etc.) and names of individual members of the firms, or names and titles of officers of the corporation:

<u>Karla Mejia</u>	<u>Managing Member</u>
Name	Title
<u>Luis Garcia</u>	<u>Managing Member</u>
Name	Title
<u>Sheyla Garcia</u>	<u>Account Manager</u>
Name	Title

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BID FORM

The undersigned hereby proposes and agrees that, if this bid is accepted, the Contractor will contract with the City of Burlingame, California, for any or all of the facilities listed below for the prices quoted. The Contractor agrees to furnish all labor, materials, tools, and equipment. Contractor to furnish all incidental work and services required to complete all items of work described in the specifications. All work shall be done in accordance with the General Provisions, Special Provisions, and Special Building Provisions of this Contract Book: "Janitorial Services for City of Burlingame".

	YEAR 1		YEAR 2		YEAR 3	
<u>MONTHLY SERVICES</u>	Cost/Month	Annual Cost	Cost/Month	Annual Cost	Cost/Month	Annual Cost
1. City Hall	\$ <u>5,000</u>	\$ <u>60,000</u>	\$ <u>5,100</u>	\$ <u>61,200</u>	\$ <u>5,202</u>	\$ <u>62,424</u>
2. Main Library	\$ <u>9,700</u>	\$ <u>116,400</u>	\$ <u>9,894</u>	\$ <u>118,728</u>	\$ <u>10,092</u>	\$ <u>121,104</u>
3. Easton Library	\$ <u>917</u>	\$ <u>11,004</u>	\$ <u>935</u>	\$ <u>11,220</u>	\$ <u>954</u>	\$ <u>11,448</u>
4. Public Works Corp Yard	\$ <u>5,170</u>	\$ <u>62,040</u>	\$ <u>5,273</u>	\$ <u>63,276</u>	\$ <u>5,379</u>	\$ <u>64,548</u>
5. Police Station	\$ <u>4,888</u>	\$ <u>58,656</u>	\$ <u>4,986</u>	\$ <u>59,832</u>	\$ <u>5,085</u>	\$ <u>61,020</u>
6. Village Park Preschool	\$ <u>1,551</u>	\$ <u>18,612</u>	\$ <u>1,582</u>	\$ <u>18,984</u>	\$ <u>1,614</u>	\$ <u>19,368</u>
7. Parks Corp Yard	\$ <u>650</u>	\$ <u>7,800</u>	\$ <u>663</u>	\$ <u>7,956</u>	\$ <u>676</u>	\$ <u>8,112</u>
8. Depot	\$ <u>450</u>	\$ <u>5,400</u>	\$ <u>459</u>	\$ <u>5,508</u>	\$ <u>468</u>	\$ <u>5,616</u>
9. Community Center	\$ <u>8,000</u>	\$ <u>96,000</u>	\$ <u>8,160</u>	\$ <u>97,920</u>	\$ <u>8,323</u>	\$ <u>99,878</u>
10. Day Porter	\$ <u>7,000</u>	\$ <u>84,000</u>	\$ <u>7,140</u>	\$ <u>85,680</u>	\$ <u>7283</u>	\$ <u>87,396</u>
Total Year 1 Annual Cost		\$ <u>519,914</u>				
Total Year 2 Annual Cost				\$ <u>530,304</u>		
Total Year 3 Annual Cost						\$ <u>540,914</u>
Base Bid = Total for Years 1, 2 & 3 (Written in Figures) \$ <u>1,591,132</u>						
Base Bid = Total for Years 1, 2 & 3 (Written in Words) <u>One Million Five Hundred Ninety -One Thousand</u>						
<u>Hundred Thirty -Two and Zero Cents</u>						
Amount Written in Words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.						
<u>ADDITIONAL SERVICES</u>	Cost/Hour					
1. Services during normal working hours on a weekday with no less than 24 hours' notice	\$ <u>35.00</u>					
2. Services outside normal work hours with on a weekday with no less than 24 hours' notice	\$ <u>35.00</u>					
3. Service with less than 24 hours' notice during normal working hours on weekday	\$ <u>35.00</u>					
4. Service with less than 24 hours' notice during outside working hours	\$ <u>35.00</u>					

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BID FORM

Contractors shall list their proposed work force and supervisory personnel to be assigned to each facility. The City of Burlingame reserves the right to reject any or all bids. Bidders are cautioned not to attach any conditions, limitations, or provisions to the bid because such conditions, limitations or provisions may render such bid non-responsive and may cause its rejection.

Location	Personnel Resources	Supervisory Resources	
City Hall	Number of Janitors Evening Cleaners: <u>1</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>4</u>	Title: <u>Crew Lead Supervisor</u> Total Daily Hours: <u>0.25</u> Title: <u>Supervisor Manager</u> Total Weekly Hours: <u>1.00</u> Title: _____ Total Monthly Hours: <u>9.50</u>	
Main Library	Number of Janitors Evening Cleaners: <u>2</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>5/ Each</u>	Title: <u>Crew Lead Supervisor</u> Total Daily Hours: <u>0.25</u> Title: <u>Supervisor Manager</u> Total Weekly Hours: <u>1.50</u> Title: _____ Total Monthly Hours: <u>11.50</u>	
Easton Library	Number of Janitors Evening Cleaners: <u>1</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>1.50</u>	Title: <u>Crew Lead Supervisor</u> Total Daily Hours: <u>0.25</u> Title: <u>Supervisor Manager</u> Total Weekly Hours: <u>0.25</u> Title: _____ Total Monthly Hours: <u>4.50</u>	
Village Park	Number of Janitors Evening Cleaners: <u>1</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>2.00</u>	Title: <u>Crew Lead Supervisor</u> Total Daily Hours: <u>0.25</u> Title: <u>Supervisor Manager</u> Total Weekly Hours: <u>0.25</u> Title: _____ Total Monthly Hours: <u>4.50</u>	

Continued on next page

CITY OF BURLINGAME
Request for Bids – Janitorial Services

Location	Personnel Resources	Supervisory Resources	
Public Works Corporation Yard	Number of Janitors Evening Cleaners: <u>1</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>5</u>	Title: <u>Crew Lead Supervisor</u> Title: <u>Supervisor Manager</u> Title: _____	Total Daily Hours: <u>0.25</u> Total Weekly Hours: <u>1.00</u> Total Monthly Hours: <u>9.50</u>
Police Station	Number of Janitors Evening Cleaners: <u>1</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>4.5</u>	Title: <u>Crew Lead Supervisor</u> Title: <u>Supervisor Manager</u> Title: _____	Total Daily Hours: <u>0.25</u> Total Weekly Hours: <u>1.00</u> Total Monthly Hours: <u>9.50</u>
Parks Corporation Yard	Number of Janitors Evening Cleaners: <u>1</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>1.50</u>	Title: <u>Crew Lead Supervisor</u> Title: <u>Supervisor Manager</u> Title: _____	Total Daily Hours: <u>0.25</u> Total Weekly Hours: <u>0.50</u> Total Monthly Hours: <u>4.75</u>
Depot	Number of Janitors Evening Cleaners: <u>1</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>.50</u>	Title: <u>Crew Lead Supervisor</u> Title: <u>Supervisor Manager</u> Title: _____	Total Daily Hours: <u>0.15</u> Total Weekly Hours: <u>0.25</u> Total Monthly Hours: <u>2.95</u>
Community Center	Number of Janitors Evening Cleaners: <u>2</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>4/Each</u>	Title: <u>Crew Lead Supervisor</u> Title: <u>Supervisor Manager</u> Title: _____	Total Daily Hours: <u>0.25</u> Total Weekly Hours: <u>1.50</u> Total Monthly Hours: <u>12.25</u>

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BIDDER'S STATEMENT

Pursuant to Business and Professions Code Section 7028.15 I, Karla's Janitorial declare under penalty of perjury that the foregoing and the statements contained in the bid for the above titled project are true and correct and that this declaration is made on this 6 day of September, 2022, at San Francisco, California.

If awarded the contract, the undersigned hereby agrees to sign and file an agreement similar to the attached sample on page 30, together with the necessary bond, certificate(s) of insurance, and related endorsements for general and automobile liability insurance, and proof of a Burlingame Business License in the office of the City Clerk within ten (10) calendar days after the date of the award and to commence work within five (5) days of the date specified in the notice to proceed, and to complete the work under said contract within the specified number of working days beginning from the date specified in the notice to proceed. Contractor also agrees to keep the Business License current for the entire term of the contract.

If the lump sum for each building and the total amount named by a bidder for any item do not agree, it will be assumed that the error was made in computing the lump sum for each building and the total amount will be considered as representing the bidder's intention.

Unit price bid must not be unbalanced.

The undersigned has checked carefully all the figures listed in the Bid form and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

NOTE: The square footages and unit counts shown in the Special Buildings Provisions are an estimate only. Since the exact figures are not determined, the City reserves the right to adjust quantities as deemed necessary to meet its requirements.

The undersigned hereby certifies that this bid is genuine, and not sham or collusive, or made in the interest or in behalf of any person not named herein, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage of any kind whatever.

The undersigned agrees that this bid may not be withdrawn for a period of forty-five (45) days after the date set for the opening thereof.

NOTE: IF THE BID IS MADE BY AN INDIVIDUAL, HIS NAME AND POST OFFICE ADDRESS MUST BE SHOWN. IF THE BID IS MADE BY A PARTNERSHIP, THE NAME AND ADDRESS OF EACH MEMBER OF THE FIRM OR PARTNERSHIP MUST BE SHOWN (IF MORE THAN TWO MEMBERS OF A FIRM OR PARTNERSHIP, PLEASE ATTACH AN ADDITIONAL PAGE); OR IF MADE BY A CORPORATION, THE BID SHALL SHOW THE NAME OF THE STATE UNDER THE LAWS OF WHICH THE CORPORATION WAS CHARTERED AND THE NAMES, TITLES AND BUSINESS ADDRESSES OF THE PRESIDENT, SECRETARY AND TREASURER OF SAID CORPORATION.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

SIGNATURES FOR BIDDER:

If INDIVIDUAL, sign below: Signature Date Print name Post Office Address	
If CORPORATION, sign below (show names of non-signing officers): Karla's Janitorial & Suppliers, LLC. a CORPORATION California Name of State Where Chartered <i>Sheyla Garcia</i> 09/06/2022 Signature Date Sheyla Garcia Print name of person signing bid Account Manager Title	<i>List names of the following officers:</i> PRESIDENT Date SECRETARY Date TREASURER Date Post Office Address

CITY OF BURLINGAME
Request for Bids – Janitorial Services

DESIGNATION OF SUBCONTRACTORS

(Public Contract Code Sections 4100 and following)

JANITORIAL SERVICES

As a bidder on the above-entitled project, the undersigned hereby designates the subcontractors that will perform work or labor or render services to the Contractor in or about the construction of the project in an amount in excess of one-half (½) of one percent (1%) of the Contractor's total bid.

The undersigned understands and agrees that should it fail to specify a subcontractor for any portion of the work as above stated, it agrees that the undersigned is fully qualified to perform that portion of the work itself, and that it shall perform that portion itself. Penalties for failure to comply with this provision are provided in the Subletting and Subcontracting Fair Practices Act commencing with Section 4100 of the Public Contract Code.

The undersigned agrees that it shall not, without written consent of the City Council, make any substitution, assignment or sublet to or of the following list of subcontractors which is made a part of this bid and then only after compliance with the provisions of the Subletting and Subcontracting Fair Practices Act. [ATTACH ADDITIONAL PAGES IF NECESSARY]

Name of Subcontractor	Address of Subcontractor	Work to be done by Subcontractor
N/A	N/A	N/A

NAME OF BIDDER: Karla's Janitorial & Suppliers, LLC.

Signature: *Shayla Garcia*

CITY OF BURLINGAME
Request for Bids – Janitorial Services

STATEMENT OF EXPERIENCE QUALIFICATIONS

The following statement as to experience qualifications of the bidder is submitted in conjunction with the Bid, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

N/A

The bidder, as a contractor, must have relevant janitorial experience during the last five (5) years, and must have been engaged in the contracting business, under the present business name, as a single company for at least five (5) years. If the bidder is a franchisor, actual franchisee (operators) must have relevant janitorial experience during the last five (5) years. All bidders must have experience that includes:

- Must have successfully provided service (cleaning) for a minimum of 160,000 square foot of office space per year for the last five years.
- Must have successfully worked with three different public agencies during the last five years.
- Must have an annual contract in good standing condition with a public agency during the past 36 months to service (clean) a minimum of 80,000 square foot of office space.
- Provided a copy of your company training manual on cleaning services and procedures for janitorial staff.

The above qualification requirements must be listed below on the following page and included with bid proposal. The following information must have been satisfactorily completed for the persons, firm or authority indicated, and to whom reference is made. If the bidder is a franchisor, it must provide actual franchisee (operators) information as to who will be performing the work, type of work performed, and direct work references. The City reserves the right to contact any of the references provided. If the City determines the feedback to be negative or contrary to what has been presented by the bidder herein, the City at its sole discretion has the right to reject the bidder. Failure to provide this information on any portion of the bid proposal as provided will result in disqualification of its bid.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

STATEMENT OF EXPERIENCE QUALIFICATIONS

- Must have successfully provided service (cleaning) for a minimum of 160,000 square foot of office space per year for the last five years.

<u>Years</u>	<u>Type of Work</u>	<u>Location</u>	<u>For Whom Performed</u>
<u>2</u>	<u>Janitorial</u>	<u>West Sacramento</u>	<u>City of West Sacramento</u>
<u>3</u>	<u>Janitorial</u>	<u>Solano County</u>	<u>Superior Court of Solano County</u>
<u>1</u>	<u>Janitorial</u>	<u>San Mateo County</u>	<u>County of San Mateo</u>
<u>4</u>	<u>Janitorial</u>	<u>Vacaville</u>	<u>City of Vacaville</u>
<u>3</u>	<u>Janitorial</u>	<u>Salinas</u>	<u>City of Salinas</u>

- Must have successfully worked with three different public agencies during the last five years.

<u>Year</u>	<u>Agency</u>	<u>Location</u>	<u>For Whom Performed</u>
<u>5</u>	<u>City of San Pablo</u>	<u>San Pablo</u>	<u>Daniel Gomez</u>
<u>4</u>	<u>City of Albany</u>	<u>Albany</u>	<u>Razzu Engen</u>
<u>4</u>	<u>SF Sheriff's & County Jail</u>	<u>San Francisco</u>	<u>John Ramirez</u>

- Must have an annual contract in good standing condition with a public agency during the past 12 months to service (clean) a minimum of 80,000 square foot of office space during the past 12 months.

<u>Year</u>	<u>Agency</u>	<u>Square Footage</u>	<u>For Whom Performed</u>
<u>4</u>	<u>SFMTA</u>	<u>80,000</u>	<u>Erwin Tjon</u>
<u>1</u>	<u>Superior Court of Stanislaus County</u>	<u>120,000</u>	<u>Brandi Christensen</u>

- Provided a copy of your company training manual on cleaning services and procedures for janitorial staff.

Please reference our proposal

NAME OF BIDDER: Karla's Janitorial & Suppliers, LLC.

Signature: *Sheyla Garcia*

CITY OF BURLINGAME
Request for Bids – Janitorial Services

NON-COLLUSION DECLARATION

(PUBLIC CONTRACT CODE SECTION 7106)

JANITORIAL SERVICES

I, Sheyla Garcia declare under penalty of perjury that I am Account Manager (sole owner, partner, president, etc.) of Karla's Janitorial & Suppliers, LLC (company name), the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at San Francisco, CA. (City, State)

Dated: September 6, 2022

NAME OF BIDDER: Karla's Janitorial & Suppliers, LLC.

Signature: *Sheyla Garcia*

CITY OF BURLINGAME
Request for Bids – Janitorial Services

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has_____, has not ✓ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

[NOTE: THE BIDDER MUST PLACE A CHECK MARK AFTER "HAS" OR "HAS NOT" IN ONE OF THE BLANK SPACES PROVIDED.]

The above Statement is part of the Bid. Bidders are warned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at _____ San Francisco, CA _____.

(City, State)

Dated: September 6, 2022

NAME OF BIDDER: Karla's Janitorial & Suppliers, LLC.

Signature: *Sheyla Garcia*

CITY OF BURLINGAME
Request for Bids – Janitorial Services

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

No ✓ Yes

If the answer is yes, explain the circumstances in the following space:

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at San Francisco, CA.

(City, State)

Dated: September 6, 2022

NAME OF BIDDER: Karla's Janitorial & Suppliers, LLC.

Signature: *Sheyla Garcia*

CITY OF BURLINGAME
Request for Bids – Janitorial Services

CERTIFICATE OF NONDISCRIMINATION

On behalf of the bidder making this bid, the undersigned certifies that there will be no discrimination in employment with regards to marital status, sexual orientation, ancestry, medical condition, race, color, religion, sex, disability, or national origin; that all federal, state, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

Karla's Janitorial & Suppliers, LLC.

BIDDER

Sheyla Garcia

By:

Sheyla Garcia, Account Manager

(Name and title of person making certification)

September 6, 2022

Date

CITY OF BURLINGAME
Request for Bids – Janitorial Services

CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE

Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Burlingame and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City of Burlingame for the construction, repair, or improvement of public works.

Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

In performing the work of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.
The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City of Burlingame setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

3. The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City of Burlingame advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will permit access to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data and records by the City of Burlingame, the Fair Employment Practices Commission, or any other appropriate Agency of the State designated by the City of Burlingame for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.
5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City of Burlingame as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "non-responsible".

The City of Burlingame shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City of Burlingame shall notify the Contractor that unless he or she demonstrates to the satisfaction of the City of Burlingame within a stated period that the violation has been corrected, he or she shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he or she has implemented remedial measures, satisfactory to the City of Burlingame, to eliminate the discriminatory employment practices with constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City of Burlingame contract, the City of Burlingame Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law of the terms of this contract, the Contractor agrees that, should the Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the

CITY OF BURLINGAME
Request for Bids – Janitorial Services

City of Burlingame may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City of Burlingame, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such monies shall be removed from the Contractor. The City of Burlingame may deduct any such penalties from any monies due the Contractor from the City of Burlingame.

Sheyla Garcia

A handwritten signature in cursive script that reads "Sheyla Garcia".

CITY OF BURLINGAME
Request for Bids – Janitorial Services

CERTIFICATION OF PAYMENT OF PREVAILING WAGE SCALE

On behalf of the bidder, the undersigned certifies that the Prevailing Wage Scale, as determined by the Director of Industrial Relations of the State of California, as hereafter modified by the Department of Industrial Relations, will be the minimum paid to all janitors/cleaners working under the contract to be awarded under this bid process.

Pursuant to section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. A copy of the correct determination will be posted at the job site. It is understood that it is the responsibility of the bidder to determine the correct scale. The undersigned understands that weekly certified payrolls must be submitted for verification.

Karla's Janitorial & Suppliers, LLC.

BIDDER

Sheyla Garcia

By:

Sheyla Garcia, Account Manager

(Name and title of person making certification)

September 6, 2022

Date

Questions shall be addressed to: Department of Labor Relations
Division of Labor Statistics and Research
Prevailing Wage Unit
45 Fremont Street, Suite 1160
P. O. Box 420603
San Francisco, CA 94142-0603

CITY OF BURLINGAME
Request for Bids – Janitorial Services

CERTIFICATION OF REQUIREMENT TO PAY WORKER'S COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Karla's Janitorial & Suppliers, LLC.

BIDDER

By: Sheyla Garcia

Sheyla Garcia, Account Manager

(Name and title of person making certification)

September 6, 2022

Date

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Karla's Janitorial & Suppliers, LLC as Principal,
and United Surety Insurance Company as
Surety, are held and firmly bound unto the City of Burlingame, a municipal corporation of the
State of California (hereinafter called "City") in the penal sum of ten percent (10%) of the total
aggregate amount of the bid of the Principal above named, submitted by said Principal to the
City for the work described below, for the payment of which sum in lawful money of the United
States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents. In no case shall the liability of the
Surety hereunder exceed the sum of
10% of the Total Bid Amount (\$ -10%-) Dollars.

The condition of this obligation is such that a bid to the City for certain janitorial services
specifically described as follows, for which bids are to be opened on Tuesday, September 20,
2022, at 2:30 P.M., has been submitted by Principal to City:

Janitorial Services to the City of Burlingame, California

NOW THEREFORE, if the Principal is awarded the Contract and within the time and manner
required under the Specifications, after the prescribed forms are presented to the Principal for
signature, enters into a written contract, in the prescribed form, in accordance with the bid, and
a bond with the City to guarantee payment for labor and materials as provided by law as well as
files insurance certificates and equal employment opportunity documentation required under
the bid, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon said bond by City, and judgment is recovered, the Surety shall
pay all costs incurred by City in such suit, including a reasonable attorney's fee to be fixed by the
Court.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 20th day of September, 2022.

Karla's Janitorial & Suppliers, LLC (Seal)

Sheyla Garcia (Seal)

Sheyla Garcia, Account Manager (Seal)

United Surety Insurance Company (Seal)

Kelly Specht (Seal)

Kelly A. Specht, Attorney-in-Fact

233 Needham St., Suite 440, Newton, MA 02464

NOTE: Attach notary acknowledgement for signatures of those executing for Principal and Surety.

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.

On September 20, 2022 before me, Bethany Mercer, Notary Public

Name of Notary Public, Title

personally appeared Kelly A. Specht

Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Seal

Signature of Notary Public

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

Bid Bond _____

containing 2 pages, and dated September 20, 2022

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☒ Attorney-in-fact
☐ Corporate Officer(s) _____
 Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: United Surety Insurance Company
 Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No: 171372

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Kelly A. Specht, Kandis Gregory, Richard P. Ford, Thomas C. Buckner, Bethany Mercer, William Belpedio

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Five Hundred Thousand & 00/100 Dollars (\$3,500,000.00). This Power of Attorney shall expire without further action on December 31st, 2024.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 5th day of July, 2022



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

Michael T. Porsch

Michael T. Porsch, Treasurer

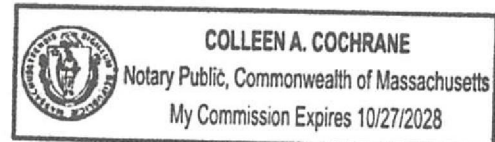
Corporate Seals

Commonwealth of Massachusetts
 County of Middlesex ss:

On this 5th day of July, 2022, before me, Colleen A. Cochrane, a notary public, personally appeared, Michael T. Porsch, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
 Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this September 20, 2022

Corporate Seals



Robert F. Thomas

Robert F. Thomas, President

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BOND FOR SECURITY OF LABORERS AND MATERIAL PERSONS

WHEREAS, the City Council of the City of Burlingame, State of California, and Karla's Janitorial & Suppliers, LLC. (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated September 20, 2022, and identified as _____, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Burlingame to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety, are held firmly bound unto the City of Burlingame and all Contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of 10% of the Total Bid Amount dollars (\$-10%), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____ September 20, 2022.

PRINCIPAL

SURETY

By: Karla's Janitorial & Suppliers, LLC.

By: United Surety Insurance Company

1485 Bayshore Blvd. M.B.205 San Francisco, CA 94124
Address

NOTE: Attach notary acknowledgement for signatures of those executing for Principal and Surety

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.

On September 20, 2022 before me, Bethany Mercer, Notary Public
Name of Notary Public, Title

personally appeared Kelly A. Specht
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

Bid Bond _____

containing 2 pages, and dated September 20, 2022

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☒ Attorney-in-fact
☐ Corporate Officer(s) _____
 Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: United Surety Insurance Company
 Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No: 171372

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Kelly A. Specht, Kandis Gregory, Richard P. Ford, Thomas C. Buckner, Bethany Mercer, William Belpedio

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Five Hundred Thousand & 00/100 Dollars (\$3,500,000.00). This Power of Attorney shall expire without further action on December 31st, 2024.

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Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 5th day of July, 2022



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

Michael T. Porsch

Michael T. Porsch, Treasurer

Corporate Seals

Commonwealth of Massachusetts
 County of Middlesex ss:

On this 5th day of July, 2022, before me, Colleen A. Cochrane, a notary public, personally appeared, Michael T. Porsch, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

Colleen A. Cochrane

Notary Public

Commission Expires: 10/27/2028



COLLEEN A. COCHRANE

Notary Public, Commonwealth of Massachusetts

My Commission Expires 10/27/2028

I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this September 20, 2022

Corporate Seals



Robert F. Thomas

Robert F. Thomas, President



Presents:

Janitorial Services Proposal for

City of Burlingame



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Cover Letter



Karla's Janitorial & Suppliers LLC.
1485 Bayshore Blvd, M.B.205
San Francisco CA 94124
Office: (415)-494-5347
Fax: (415)-494-5378
management@karlasjanitorial.com

Date: September 6, 2022

To whom it may concern,

It is our pleasure to accept the Janitorial Services request for the City of Burlingame.

Karla's Janitorial & Suppliers LLC was founded in October 2008 and has provided superior, cost effective cleaning services to various facilities throughout the Bay Area since then. Over the years we have employed more than 90 employees due to the nature of business. We have gained experience preparing contract proposals and have been awarded various accounts for our ability to comply with all prerequisites and insurance coverage requested. Karla's Janitorial & Suppliers LLC. is a Limited Liability Company (LLC). Our office is located at 1485 Bayshore Blvd. M.B. 205, San Francisco CA 94124. Our office number is (415)494-5347 and our fax number is (415)494-5378. The account representative is Sheyla Garcia. She can be reached at (415)494-5347 and through her email at Sheylag@karlasjanitorial.com.

Our mission is to provide our clients with superior quality and cost-effective cleaning services while developing long lasting relationships. We believe that our ongoing experience providing services to various local San Francisco Bay Area towns (including Albany, San Pablo and Vacaville) and our commitment to highly attentive service, make us uniquely qualified to fulfill this proposal. We focus on the quality of our services and highly value the importance of customer care. We are committed to detail and always strive to continue developing advanced quality cleaning techniques while maintaining competitive rates. Our goals are to keep growing and to continue supporting our economy by creating new jobs for our country that has allowed our company to blossom. Our vision is for our team to work together with our clients to continue to exceed their expectations by providing the best services that can be offered.

Karla's Janitorial & Suppliers LLC holds a business certificate for the City of San Francisco and is certified by the CMD's LBE program of San Francisco. We also hold business certificates for the City of San Pablo, City of Albany, City of Vacaville, and many more where we are fully registered to do business with these municipalities. Our Department of Industrial Relationships (DIR) registration for Public Works is up to date #10000379893 as well our Janitorial Services Registration with the DIR is #1000414488. Our Federal Tax ID number is: 83-0764483

We work along with the Department of General Services (DGS) which posts contracts under Cal Procure, where the state of California allows those with DGS certifications to compete for contracts. We are certified with SBA, which works closely with the System of Award Management (SAM). We are registered with SAM.GOV, which allows us to do business with the federal government. We are also certified by the California Unified Certification Program (CUCP) which works with Caltrans and are able to do business with many transportation agencies.

We understand that:

- ✓ Karla's Janitorial & Suppliers, L.L.C is an independent and properly licensed company that can practice in California and has no conflict of interest with any other work performed for the City of Burlingame.
- ✓ Karla's Janitorial & Suppliers, LLC. acknowledges the willingness to accept the City of Burlingame Janitorial Service Agreement without any modifications attached herein the proposal.

We are very proud of our company and all the recognition it has gained. It is our dream to keep growing with Karla's Janitorial, so we can keep contributing to the economy of this great country.

Best regards,

Sheyla Garcia

Account Manager

Office: (415)-494-5347

Fax: (415)-494-5378

Email: Sheylag@karlasjanitorial.com

Execution

Execution Plan

Upon notification of intent to award the bid, our company will successfully agree on the final terms for a contract. These terms will include any further clarification of proposed items in response to any new needs that may arise or to refine any proposed elements. This will begin a highly communicative relationship between designated representatives at building and our management team. These conversations will have outcomes such as scheduling a contract initiation walk-through, confirming reporting times/procedures and confirming initial service priorities. As part of company protocol, we use contract initiation walk-throughs to determine which sites need restorative services and specific equipment. Restorative services are completed at no additional cost to the contractual agreement and proactively assist our crew in maintaining a high quality of service in each facility. Also, these provide the opportunity for our management to directly engage facility staff and incorporate feedback from their experiences into our final service plans.

Next, we will initiate a staffing plan. This begins with contacting previous contractors for a listing of current employees and delivering offer letters in accord with the Janitorial Displacement Act. Our Human Resources Department leads this process, which includes initiating a relationship with Human Resources of the City of Burlingame they will confirm staff offer responses, complete required background checks and provide necessary documentation for the staff who will form part of the crew assigned to facility. Generally, this process is completed well in advance of contract initiation and to ensure a smooth transition between our team and the former contractor. This also involves, training orientations that are site specific, assignment of crew uniforms, distribution of keys/access items and confirmation of scheduling. The chart below is an overview of how staffing and services expect to be distributed across each facility based on current information.

Finally, we will set expectations for a highly communicative relationship between the City of Burlingame, our management team and our crew during the initial implementation of services. We are especially aware of creating attentive scheduling to prepare for unexpected issues that may arise i the week before contract initiation and the first week of services. Thus, we make it part of our communication to be consistently available via phone, email and in person. Also, these considerations include launching ongoing discussions for process improvements within the first few months of service after our team has a full grasp of the specific concerns and solutions to best fulfill the needs of our scope of service for each facility. The goal is to provide the highest quality of service which means a proactive, dynamic and attentive relationship calibrated to each facility.

How we work: Before and After



Quality Control

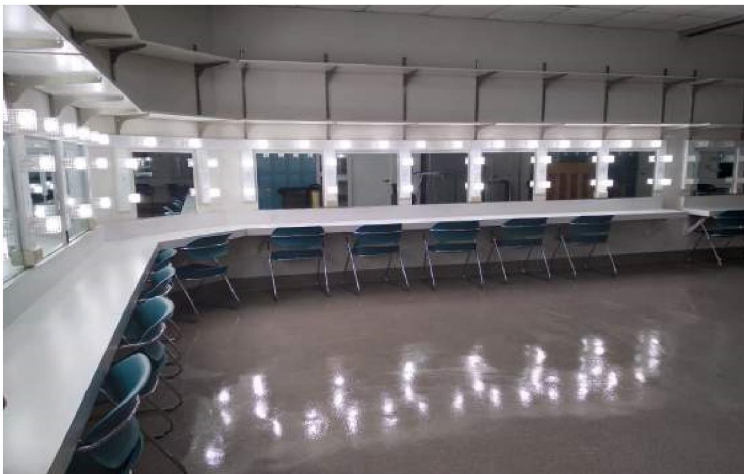
Karla's Janitorial & Suppliers LLC will provide the requested services to the facilities in an orderly manner. We have scheduled plans for our employees to execute in the buildings included in the RFP packet. We are planning for this project to be staffed with our most experienced personnel that will have the responsibility of taking care of certain areas. Karla's Janitorial is very demanding on the quality of work. We specialize in customer care, not in business production. We are committed to details, always with continuous research and development for cleaning techniques.

We also care for the presentation of our workers. Our dedicated team of cleaning specialists has experience in the industry. Our staff is fully trained and easily recognized by the Karla's Janitorial uniform. Our service vehicles are a personalized with our logo. It's important for us to ensure that we are easily recognized by all of our customers because we want to give the comfort to people of knowing who we are. We use the program called "When I work: Time and Attendance" which allows us to monitor all of our workers from our computer or phones at our headquarters in San Francisco. It ensure that the personnel assigned are at the premises providing services at the their scheduled time.

Also, we assign a supervisor to the facilities who will be responsible of making sure employees are complying with the scope of services and that the quality of work is the best that we can offer. Supervisor also make unexpected visit to the facilities and score the quality of work based on their performance.

If the quality of work is below our standard Karla's Janitorial as per company protocol gives out the employee a warning and keep his/her work under observation. Supervisor will pay a visit again to make sure work has been completed as specified. If work has not been completed accordingly employee will be removed from the project.

Karla's
Services &



Transition Plan - Facilities

We will undertake transition of services to the Facilities for the City of Burlingame with an initial consideration of the sites included and their use. In this case a contract initiation walkthrough will be planned with the appropriate project manager/site manager and our management team. This will provide further opportunities to engage on site staff, set priorities for an initial transition timeline and clarify any expectations for routine services when they begin. This will allow us to tailor our service plan. As per company protocol, we will also schedule restorative services to any areas deemed previously neglected. This is done at no additional cost to the contractual agreement and a proactive measure providing our crew an appropriate baseline for consistent upkeep at the highest quality of service.

During this conversation we'll also engage on site staff, set priorities for an initial transition timeline, and clarify any expectations for routine services when they begin. This will allow us to tailor our service plan. As per company protocol, we will also schedule restorative services to any areas deemed previously neglected. This is done at no additional cost to the contractual agreement and a proactive measure providing our crew an appropriate baseline for consistent maintenance at the highest quality of service.

Finally, we will arrive at a mutually agreed schedule for equipment delivery, supply management processes, periodic services, and initial site-specific training for the assigned crew. The crew members assigned to the facility will be supported in completing the necessary background clearance process by our Department of Human Resources in advance of services start date. Our management staff will maintain close communication within the first few weeks to ensure our crew is successfully meeting and exceeding expectations. As appropriate, our project manager will work directly with on-site staff and crew to resolve any issues quickly as they arise.

We respect the AB-350 Displaced Janitor Act; however, we will evaluate the previous contractor's employees job performance and conduct our training sessions to ensure we are accomplishing our company's policies and standards.

Karla's Janitorial & Suppliers LLC. plans to fulfill the needs of the district by developing a clear scheduling plan in which we will establish a routine for our janitorial staff to follow.



New Hire Training Program

All new hired employees will be getting extensive training for the first week we start a new contract. We spend the first-week teaching employees on our standards of cleaning and how we expect all facilities to be maintained and cleaned. If we see more than a week will be needed then we would extent the training sessions to the needs of the City.

During this extensive training week, new employees and current employees are taught how to properly dilute all cleaning solutions we use and are given a chemical safety handbook. They are also trained on what surfaces they should be using all the different kinds of chemicals we use so they don't accidentally use one on a surface that can be damaged.

They would be trained on how they should be keeping all janitorial closets clean and organized. We do not accept that employees leave the closets unorganized or messy, we need them to easily find what they need. During this process, we teach them all the different supplies we use when they are required to stock supplies at the facilities.

Karla's Janitorial will periodically send out videos through our communication app Whatsapp. In these videos our Sites Supervisor polishes up the crews techniques and refreshes everyone on how to properly execute daily tasks.



Existing Employee Training

All of Karla's Janitorial employees get training once or twice a year. We do bi-yearly reunions with all of our employees to see how things are going and how facilities are being maintained. During the retraining time, we take a look at these specific areas:

- Are janitorial closets organized?
- Are all cleaning solutions properly labeled and diluted?
- Are facilities being maintained to Karla's Janitorial and City standards?
- Are employees wearing the appropriate clothing?
- Do employees know how to properly use PPE?
- Are employees using all equipment and machinery the way they have been initially trained?

These are some of the aspects what we look into when we do existing employee training. These are some of the certain things that we expect our crew to already know how to do and to properly implement them. But to keep all of our employees safe we like to refresh everyone's minds on how things should be.

We do not like wasting our clients time, so all of these trainings are done during regular work hours. This method helps us observe what each employee can improve on.



Description of Proposed Services

Our company understands the large scope and complexity of providing services to the City of Burlingame facilities. Thus, we will integrate experience working with other local municipalities into our management plan. This informs our approach to on site organization by area of operation, project management organization, and ensuring responsiveness for incidents in the work environment.

Initially, we will assign teams of crew members by area of operation. Generally, this looks like three crew members and one supervisor. Based on experience, we have identified how many square feet a team can effectively cover within an hour. This rubric combines industry best standards with our comprehensive training plan and facility specific conditions. This equips our crew to economize their time and efforts, while still providing the highest quality of services. Within the scopes of service listed for the various locations in the City of Burlingame, this also provides us the structure to have dedicated site-specific teams which can be immediately responsive, and proactively exceed standards. In return, the city project managers can get to know, observe, and monitor team performance.

Next, our project management team is organized to maximize the efforts of our front-line staff. This includes an overall project manager, a senior janitorial supervisor, a general manager and Human Resources manager. We have noticed how each of these roles directly affects our team effort and site by site impact. Similarly, although our overall project manager will liaison with each of the city projects managers; experience has taught us that each site has different needs. This includes the professional approach and preference in points of contact. In sites working through more challenging technical matters, often our senior janitorial supervisor becomes a preferred contact for facility managers. Conversely, sites experiencing staffing challenges at time prefer to directly liaison with our Human Resources manager. We are aware of these sensitivities and build them into our approach for effectively relationship management with the sites included in our scopes of service. Our team, then, ensures to maintain a high level of communication among all parties involved.

Additionally, this approach amplifies our responsiveness when unexpected incidents occur. Specifically, our front-line staff is trained to be alert, proactive, and immediately responsive to issues at their facilities. In a recent example, two crew members observed a leaking water hose during their overnight shift. They followed protocol by immediately texting, a report to a supervisor. In turn the management team was able to contact the main point of contact (a public works manager) upon his arrival and the situation was resolved within hours. This easily prevented gallons of water waste and exemplified the high culture of communication that we promote with our municipal clients. In another occasion, our crew smelled smoke, alerted local authorities and prevented a fire. The discernment displayed in both cases is due to training and protocol regarding our expectations for reporting amongst all members of our team. This extends to how we address, escalate, and resolve incidents as they occur.

Company's Equipment Maintenance and Replacement Policy

Karla's Janitorial & Suppliers LLC only uses new equipment for each new project to ensure that we offer the best service possible. For carpeted areas, office areas, and hallways we use two different vacuums specifically designed to be hypoallergenic: a backpack with HEPA filtration and a regular standing vacuum. For areas that need to be swept we use brooms for small areas along with a standard dustpan. We plan to have a new set of brooms and dustpans in each facility. We use wet floor signs on all areas that are mopped, and we use different scrubbing brushes for each bathroom. We have color coded mops, red for bathrooms, and a blue one for other general areas. This is to ensure proper hygiene in all our projects.

Focus on the proper use and maintenance of our equipment. We want to avoid bad odors and/or any equipment failure. We have a designated person to give a quarterly maintenance service for all of our vacuum machinery and all of the equipment such as janitor carts, buckets/wringers, wet floor signs, hanging signs and any other equipment we may need. We make sure that the paper bags for the HEPA vacuums are changed after every use. We clean the vacuums to prevent bad odors and switch the microfiber filters weekly. Afterwards, we give the machines detailing so they continue to look new. We move all electric cords to prevent damage to the corner bead of all walls. All the mechanical parts are cleaned and checked so that our equipment is in perfect conditions. We make sure that the engines have no problems to ensure the safety of both our workers and the facilities we are servicing. This policy is meant to avoid any problems with our equipment and any adverse incidents in the workplace areas.

At Karla's Janitorial & Suppliers LLC we are responsible for maintenance and replacement of all machinery and equipment. We only replace the machinery if our technicians tell us there is no other way, we can fix our machines. We will purchase new machinery if needed in other work areas. If our equipment is tampered with and broken by a person who is not working for Karla's Janitorial & Suppliers LLC, we will ask the responsible party to replace our equipment.



Green Solutions

Our company is pleased to support the Green Janitorial Services. Our plan to support green cleaning policy requirements will involve current company practices and seek to improve them. Specifically, our practices include choice of cleaning products and supplies, selection of cleaning equipment and training protocols.

First, we make the environmentally responsible decision to use green cleaning products. Each of our paper products (including bathroom tissue, paper towels, etc.) are Green Seal, GS-1 standard items and Ecologo Standard UL 175. Also, our standard cleaning agent products are Green Seal, GS-34 standard items. The sole items in our use that don't conform to these standards are a set of cleansers with a medical facility grade concentration used for sanitization of high impact areas. This informs our procedures in the same manner as the elevated cleaning requirements outlined by The San Francisco County Department of Environmental Health which mandates using chlorine bleach in addressing (and preventing) the spread of disease.

Secondly, we will continue green protocol with our equipment use and upgrade any processes as necessary. For example, our selection of HEPA filter equipped vacuums for our inventory reflects this vision. Not only does this support a hypoallergenic environment, this also prevents the accumulation of heavy dust particles that can quickly diminish the impact of regular services. We ensure upkeep of the vacuums by replacing the paper bag after each use, cleaning them regularly to prevent bad odors, and replacing the microfiber filters weekly.

Similarly, we have designated staff to perform quarterly maintenance and upkeep on all equipment we use from vacuums and large machinery to janitor carts and buckets. We will upgrade our use of microfiber towels and covers, which will be color coded in accord with outlined city policy to avoid cross contamination.

Third, we train our crew how to incorporate green values into their daily work and even encourage facility staff at sites that don't currently have sustainability programs. During initial orientation we emphasize a culture of sustainability to our front-line staff which includes items such as recycling, composting, and conservation. This extends to items such as providing proper battery disposal, even at sites that lack specific receptacles. Also, we have standardized training techniques that economize paper usage, efficiently utilize sensitive products, and proactively avoid muscle strain. In addition, our training prioritizes safety practices and policies which display a holistic appreciation for the values of sustainability.



Chemical Solutions List

Karla's Janitorial & Suppliers, LLC. ensures to provide our staff with the best solutions to excel in the daily janitorial duties. All the products we use are environmentally safe and friendly. They are all Green Seal products and are highly effective to sanitize and disinfect highly used areas.

The following is our list of chemical solutions that Karla's Janitorial uses and provides for Janitorial Services:



Karla's Janitorial Chemical Solutions List

PRODUCT	NAME	DESCRIPTION
	BETCO AF315 Disinfectant Cleaner	This neutral pH disinfectant has been formulated to aid in the reduction of cross-contamination. When used as directed, AF315 is effective against a wide variety of gram-positive and gram-negative bacteria. The effective cleaning product will not dull most floor finishes while proving long lasting freshness against tough odors.
	pH7Q Neutral Disinfectant	A multi-purpose, germicidal detergent and deodorant that disinfects, cleans, and deodorizes in one labor- saving step. Recommended for use in hospitals, nursing homes, schools/colleges, commercial and industrial institutions. Neutral pH formula is perfect for damp mopping highly polished floors and will never dull, haze, or leave a film.

	Diversey Glance NA Glass & Multi-Surface Cleaner	Non-streaking, quick-drying, non-ammoniated glass cleaner. Use on most washable surfaces, including chrome, stainless steel, bathroom fixtures and laminate countertops. Wipes clean and dries without smearing glass or mirror surfaces. Blue in color with no fragrance added. Ecologo® Certified, and GREENGUARD approved. Super concentrated formula is convenient and improves efficiency.
	Diversey Stride Citrus Neutral Cleaner	A neutral cleaner concentrate formulated for everyday cleaning of floors and other hard surfaces. This product does not dull floor finishes and does not require rinsing to deliver labor savings. Orange in color with a citrus scent.
	Renown Oil Based Aerosol Stainless Steel Cleaner	This cleaner was specifically designed to use on stainless steel and most other metal surfaces such as chromium, aluminum, zinc, mild steel, brass, copper and silver. When used on these surfaces in accordance with the directions, this cleaner restores a like-new brilliant shine and leaves a protective coat to help retard tarnishing.
	Bioesque Botanical Disinfectant Solution	Capable of cleaning, sanitizing, disinfecting, and deodorizing in a single step, Bioesque's Botanical Disinfectant Solution is the natural solution for a wide range of cleaning challenges. With a formula that is free of bleach and other harsh chemicals, Bioesque's Botanical Disinfectant Solution is a great choice for hazard-conscious or environmentally sensitive settings. Powered by Thymox technology, it utilizes Thymol, a cutting-edge antimicrobial agent presents as a component of Thyme Oil, to quickly power through grime and destroys the germs that it encounters.

Equipment List

Karla's Janitorial & Suppliers LLC only uses new equipment for each new project to ensure that we offer the best service possible. For carpeted areas, office areas, and hallways we use two different vacuums specifically designed to be hypoallergenic: a backpack with HEPA filtration and a regular standing vacuum. For areas that need to be swept we use brooms for small regions along with a standard dustpan. We plan to have a new set of brooms and dustpans in each facility. We handle wet floor signs on all mopped areas, and we use different scrubbing brushes for each bathroom. We have color-coded mops, red for the restrooms, and a blue one for other general areas. By having two mops for different functions, it ensures proper hygiene in all of our projects.

The following is our list of equipment and supplies that Karla's Janitorial used and provided for Janitorial Services:

 Karla's Janitorial Equipment List		
EQUIPMENT	NAME	DESCRIPTION
	ProTeam Backpack Vacuum	The backpack vacuum productivity powerhouse designed to tackle the most demanding cleaning challenges in a smaller frame fit for any space or worker size. This backpack vacuum comes complete with your selected Tool Kit below. This powerful and high filtration unit is ideal for vacuuming schools, office buildings, healthcare facilities or any large, high-traffic area that requires extreme power and suction.
	ProTeam Upright Vacuum	The ProForce upright provides exceptional cleaning in a high filtration upright to improve reach, durability, and soil removal. The ProLevel Filtration system with HEPA media removes up to 97.33 % of particulates as small as 0.3 microns. A set of onboard tools makes it easy to reach corners, crevices, and other tight spaces, while the wide base clears larger areas of carpet in a single sweep.

	Double Dolly with Gray and Blue bins	Made for commercial use, this tandem container dolly features enhanced mobility of waste receptacles through busy work areas or tight spaces. Facilitate the ability to properly classify wastes between trash and recycling.
	Mop Bucket with Wringer, Wet Floor Sign, and Mops	Highly durable, web-molded bucket uses its incorporated baffle to disrupt wave formation and reduce splashing by up to 80%, minimizing excess noise, accidental messes, and costly slips and falls. Mopping system is built to handle any cleaning job, whether it be large or small. We use blue mops for general areas and red mops for restrooms to avoid cross contamination.
	Additional cleaning Supplies such as, microfiber towels, dust cloths, brooms, and more	We ensure to provide high quality equipment to ensure our crews are able to provide the best services. All of the equipment provided facilitates daily tasks in an effective manner.
	Windsor Chariot Scrub Machine	Scrubbing and recovering solution all in one pass with the floor scrubber. Using two 22-inch counter-rotating cylindrical brushes, this unit combines our superior scrubbing technology with the benefits of professional scrubber, including ergonomic design, productivity gains, and easy intuitive operation. The result is a thorough cleaning, especially on grouted and structured surfaces.

	Windsor Chariot iGloss High Speed Buffer Machine	Produce a high gloss shine on your floors with a 2600 RPM flexible pad driver on the Chariot iGloss. Air quality is also improved with active dust control.
	Windsor Chariot iScrub 24 Scrubber Machine	The Windsor Chariot iScrub 26in Stand-Up Automatic Scrubber is designed with day cleaning in mind. The Eco Mode function operates at a significantly reduced sound level of 63 dBA making the machine for hospitals, schools, and office buildings. Swinging squeegees picks up 100% of water for a safe dry floor. The Eco Mode conserves water and extends cleaning time between tanks fill ups by putting less water down on the floor.
	Pioneer Eclipse High Speed Propane Burnisher	A 12-volt battery starter comes standard to get the machine started and the pad driver spinning at 1700 RPM before the pad hits the floor. The machine allows for easy access to install one of the floor polishing pads from a standing position. The adjustable welded handle enables the user to easily maneuver the machine throughout a job site.
	Windsor Chariot iExtract Carpet Cleaner	The Chariot iExtract is engineered for deep restorative extraction for carpets with heavy accumulation of soil and stains. The iExtract high-pressure, 100 psi pump, 1.2 gpm flow rate, and two 800 rpm counter-rotating cylindrical brushes sweep small debris into a debris bin and aggressively attack and remove soil and stains.

	Tennant 1610	Keep high-traffic carpet areas looking cleaner, longer with this walk-behind, dual technology extractor. As an interim cleaning extractor, this machine's technology cleans and dries carpet in less than 30 minutes, making it ideal for interim cleanings in-between deep cleans. The 1610 is also a deep cleaning extractor for periodic restorative cleaning that helps prolong carpet life.
	Karcher Compact Carpet Extractor Armada	The extractor deck rotates to allow cleaning in any direction. This extractor provides anywhere from 30-60% productivity improvement in addition to reduced dry times. Our cleaning technology provides productive interim & deep extraction cleaning in one machine.
	Carpet Cleaning Truck Mount	Truck mounted heat extraction is a cleaning method that refers to a carpet cleaning process where a hot water-based solution is forced into the carpet fibers and then extracted from the carpet, pulling up any loosened dirt or soil. A carpet cleaning wand is attached to a pressure hose allowing jets to force this heated detergent solution into the carpet. This heat extraction method leaves the carpet fibers much cleaner and is particularly compatible when used on synthetic carpet fibers that are found in most carpeting today.

Evaluation Period

We have 2 evaluations for all new employees after we are awarded a new contract. The first is on the first day of their training, we evaluate all candidates and how they are working. We can tell when candidates are determined to learn and to accomplish the required job performance. We also can tell when candidates aren't just grasping on. During the first day, we may tell candidates to turn in their uniforms and head home if they are not working to their full capacity.

Our normal probation period for all employees is 90 days. In those 90 days, they are evaluated by the head supervisor with our evaluation sheet. They will be ensuring that these new employees are working to their full performance, being punctual, wearing uniforms, and using the right cleaning techniques.

We have attached the employee evaluation sheet below, which shows everything new employees is getting evaluated on during their 90 day probation period. We continue the evaluations even after their probation period as well to ensure job performance has not been lacking.



Employee Evaluation

Name _____

Area _____

Date _____

Supervisor _____

Key Excellent "A" Needs maintenance "B" Immediate attention "C"

Report Number 1 2 3

Employee Performance

Task	Rating	Comments & Reminders
Wears uniform		
Punctual		
Communication		
Quality of work		
Janitorial Closet		

Office Areas

Task	Rating	Comments & Reminders
Floors mopped & vacuumed		
All areas dusted		
Entrance doors/windows clean		
Remove all fingerprints		
All trash emptied		

Kitchen

Task	Rating	Comments & Reminders
Outside of refrigerator		
Microwave		
Baseboards		
All trash emptied		
Tables and Chairs		

Bathrooms

Task	Rating	Comments & Reminders
Restrooms cleaned inside and out		
Floors vacuumed and mopped (use AF315)		
Showers sanitized		
Supplies stocked		
Mirrors / sinks cleaned		
Chrome fixtures clean/shiny		
Baseboards wiped down		
All trash emptied		

Supervisor notes

Supervisor _____

Employee _____

Projects Removed or Ended

The following is the list of contacts that have been terminated in the last 5 years:

Silicon Valley Clean Water had a specific budget they wanted to stick with and they came to the conclusion that our price wasn't a great fit for their budget and they decided to not renew our contract and went with another company.

Dragados was a trailer space we were servicing, and their construction project had come to an end and they removed the trailer which is the reason why we did not keep it.

1. Silicon Valley Clean Water
Sameet Shankar
Email: sshankar@svcw.org
Phone: 650-832-6489
Address: 1400 Radio Rd. Redwood City, CA 94065
2. Dragados-USA, Inc./ Flatrion West, Inc./ Sukut Construction, Inc.
Joint Venture Emilia Gonzales
Email: egonzales@dragados-usa.com
Phone: (925) 493-4587
Address no longer exists

Karla's Janitorial
Services & Suppliers

Qualifications

Key Staff Qualification and Experience

The administrative team is built with professionalism and and excellent customer service. Our team is Sheyla Garcia; Account Manager, Senior Business Analyst & Purchasing Clerk and General Supervisor, Luis Garcia and our Human Resources Manager, Janeth Mejia. We have selected these highly capable individuals to represent our company because of their accomplishments during their time with the company.

The key staff selected for this project Sheyla Garcia (Senior Management), Luis Garcia (Project Manager) and Janeth Mejia (Human Resources Manager). They will be serving in the following capacities for this project.

Sheyla Garcia will work as a Senior Management. She has over ten years of experience in project management, executive support and administrative logistics. Sheyla has experience in business administration and works closely with client organization project managers.

Luis Garcia will lead, supply management and on-site procedural training. He has been with the company for over nine years and has experience working on the janitorial field and specializes in the special services needed to maintain facilities in pristine conditions. He also works closely with our staff to ensure that any issues that arise are solved immediately.

Sheyla Garcia will be the lead liaison for security clearances and staffing. She has 5 years of experience in customer care and personnel logistics. She uses these skills to successfully strategize solutions for compliance, training, and payroll related items.

Each of these representatives oversee teams with different staff members that work alongside them.



Management Approach

We have selected these highly capable individuals to represent our company because of their accomplishments during their time with the company.

The key staff selected for this project are:

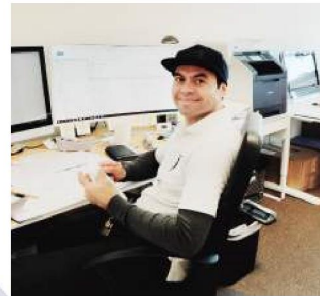
- Sheyla Garcia
Account Manager
Ph: (415) 494-5347
management@karlasjanitorial.com



Account Manager Responsibilities:

1. Works closely with the organization project manager
2. Be the primary point of contact and build long-term relationships with customers
3. Ensure the timely and successful delivery of our solutions according to customer needs and objectives
4. Responsible for keeping current clients satisfied and delivering exceptional client service on a day-to-day basis
5. Liaise between the customer and internal teams

- Luis Garcia
Senior Business Analyst, Purchasing Clerk & General Supervisor
Ph: (415) 494-5347
luisg@karlasjanitorial.com



Business Analyst & Purchasing Clerk and General Supervisor Responsibilities:

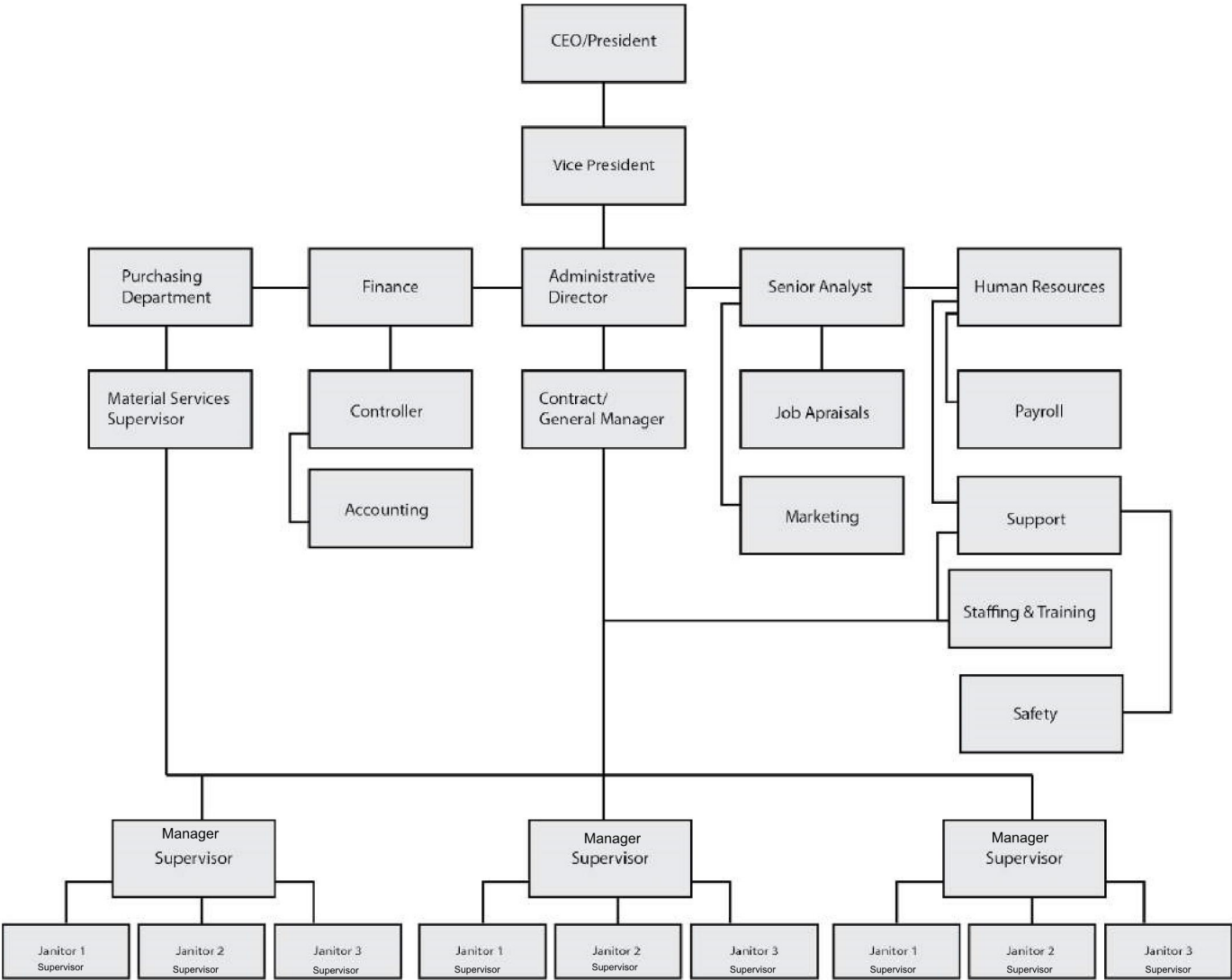
1. Handles supply management and purchasing equipment for services.
2. Supervises and Evaluates facilities
3. Works closely with our staff to ensure that issues that arise are solved immediately
4. Evaluating business processes, anticipating requirements, uncovering areas for improvement, and developing and implementing solutions.

- Janeth Mejia
Human Resources Manager
Ph: (415) 494-5347
humanresource@karlasjanitorial.com

Human Resources Manager Responsibilities:

1. Oversee recruitment and hiring process
2. Contact references and perform background checks
3. Hire or refer qualified candidates
4. Conduct new employee orientations
5. Direct disciplinary procedures
6. Staff Drug Testing Clearances
7. Plan and coordinate the workforce to best use employees' talents

Organizational Chart



Assigned Personnel

Karla's Janitorial does not have assigned personnel at the moment. The employees will be determined after the City of Burlingame Bid contract is awarded to us. When hiring we prefer to hire employees who are local to have good flexibility and effectiveness to performing our services. This will also allow a prompt arrival if there are any emergency services needed. We would also comply with the Janitorial Displacement Act.

Standard Terms Exceptions

Karla's Janitorial & Suppliers LLC has no exceptions to Standard Terms according to the contract.



Sheyla Garcia

San Francisco, CA | (415) 637 - 1547 | sheylag@karlasjanitorial.com

Summary

Have experience in filing, organizing, and working with Excel and Word. Trustworthy with confidential documents that need to be copied, scanned, or filed. Bring enthusiasm to my job performance and meticulously finish any job assignments given. Have many years of experience handling professionalism in an office environment and reinforcing company growth.

Education

Immaculate Conception Academy, Class of 2019

August 2015 - May 2019

San Francisco State University, Class of 2023

August 2019 - Present

Work Experience

MacFarlane Partners, *Assistant*

October 2015 - May 2016

- ❑ Organized and alphabetized documents
- ❑ Created documents on the computer using Microsoft Word
- ❑ Completed trips to the post office and delivered lunch pickups
- ❑ Organized letters
- ❑ Print postage on envelopes
- ❑ Make inventory lists

Buena Vista Horace Mann, *Teacher's Assistant*

August 2016 - May 2017

- ❑ Organized the library by alphabetical order
- ❑ Tutored students
- ❑ Copied documents
- ❑ Prepared and organized materials
- ❑ Assisted teacher with lesson plans

T.Y. Lin International, *Intern*

August 2017 - May 2018

- ❑ Lockbox Entries
- ❑ Enter invoices into Deltek Vision Software
- ❑ File and scan documents
- ❑ Audit log reports
- ❑ Matched Cover with invoices
- ❑ Timesheets

Brown & Toland Physicians, *Intern*

August 2018 - May 2019

- ❑ Receptionist
- ❑ Email management
- ❑ File management
- ❑ Document and file organization
- ❑ Scanned and printed confidential documents

Karla's Janitorial Services, *Account Manager*

June 2017 - Present

- ❑ Create letters in Microsoft Word
- ❑ Send reminders
- ❑ File and Scanning
- ❑ Payroll
- ❑ Answer and make phone calls
- ❑ Interviewing
- ❑ Thoroughly read contracts
- ❑ Email Management
- ❑ Account management
- ❑ Contract management

Skills

- ❑ Folder and File Management
- ❑ Microsoft Excel and Word
- ❑ Bilingual Spanish
- ❑ Organization and preparation
- ❑ Copying and scanning
- ❑ Communication
- ❑ Adobe Acrobat Pro DC

Luis Garcia

San Francisco, CA

Phone: (415) 305-9637

Email : Luisg@karlasjanitorial.com

Senior Analyst, Purchasing Clerk, and General Supervisor

Experience:

Summary Experience

Have been trained in the Quote & Estimate Department in which I have worked for during the last ten years at Karla's Janitorial & Suppliers LLC. Serve as the current Head Supervisor, Senior Business Analyst & Purchasing Clerk of the facilities we manage. Have also received rigorous training for safety regulation in the construction sites. Have worked for different construction companies. Have experience in traffic control and much more.

Skills

- ◆Multicultural Education
- ◆Strong communication
- ◆Organizational skills
- ◆Highly self-motivated & enthusiastic
- ◆Strong conflict resolution skill & responsible
- ◆Team player
- ◆Quickbook Management & Accounting
- ◆Payroll Departments & Bookkeeping
- ◆Experience with Microsoft Office Applications
- ◆Industrial Machine Operator

Experience

KARLA'S JANITORIAL & SUPPLIERS LLC

Senior Analyst & Purchasing Clerk
& Head Supervisor

October 2008 - PRESENT

WEBCOR BUILDING

August 2005 - April 2009

DEMO INC

February 2004 - April 2005

HUEN LLC

General Manager

February 1999 - December 2004

Education

◆National Autonomous University -Honduras

Masters -Architecture

January 1993 - June 1998

◆Quickbook Management & Accounting

City College Of San Francisco

January 2002 - May 2004

◆Microsoft Office

City College Of San Francisco

January 2004 - June 2005

◆Certification Of Heavy Machinery

ATSSA-Traffic Control/ Flagging Certificate

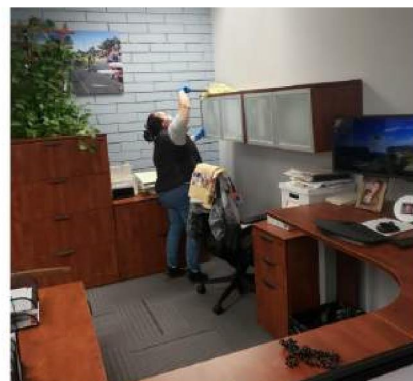
Janitorial Qualifications

During nearly a decade of professional experience, our company has enjoyed a standard of exceeding expectations. Currently, there are three clients that exemplify this based on past performance within the last 5 years. These are the City of Albany, the City of San Pablo, and the City and County of San Francisco Sheriff's Office administered facilities.

First, our approach to providing the highest quality of services in Albany is part of an ongoing multi-year agreement. Something built into our service plan for various facilities is training our crew to proactively address items stipulated as periodic. In large facilities such as City Hall and the public library, we know from experience that solely performing certain tasks periodically won't effectively keep pace with their usage impact. Sometimes, waiting to dust every other day significantly impedes the overall cleanliness of a space with a great deal of foot traffic. We know that books, outside conditions, accumulated pollen from vents and other factors occur throughout the day. Something as simple as proactively dusting the tops of file cabinets makes a huge impact. Therefore, we ensure that these are built into how our crew budgets their time. This then provides us the opportunity to fine tune items during scheduled quarterly upkeep and devote extra care as appropriate. Also, it ensures facility staff that they aren't burdened by any delays or disturbances.

Second, we continue to provide excellent services to city facilities in San Pablo as part of an ongoing multi-year agreement. A hallmark of our performance has been the way we calibrate scope of service to the best needs of the facility. Specifically, buildings such as the Senior Center had previously received less than optimal upkeep given the high impact of traffic and usage they received. Upon contract initiation, we built into our plan restorative services. In this case, it involved a full stripping and waxing treatment for the facility flooring. This revitalized the entire space and brought the upkeep on par with what our staff would maintain during daily services. Our crew, management team and the onsite facility managers remain in direct contact. We continue to receive stellar reviews from staff and visitors. These initial considerations give us a competitive edge.

Third, we continue to maintain an excellent connection with the City and County of San Francisco's Sheriff's Office. Our ongoing multi-year agreement includes a facility at the Probation Office and the Women's Resource Center. In both, we have developed an impressive relationship with facility managers and have a reputation for exceeding expectations. This has routinely included cost saving measures resulting from our proactive service plans. Prior to a restorative carpet cleaning treatment, one facility manager mentioned that they were planning to invest in brand new carpeting. However, our crew understood how to use their experience to appropriately address a long-neglected item that was in very poor condition. The facility manager was pleasantly surprised, praised the entire team and ensured that their unit chief was aware as well. Similarly, we have routinely gone above and beyond by facilitating maintenance services such as equipment installation (with the appropriate charges). As a result, our reputation has spread by word of mouth. Recently, we were pleased to accept two new contracts with a set of facilities located in San Bruno.



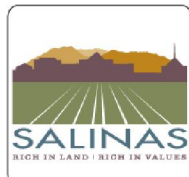
Reputation, Capability, & Quality

Karla's Janitorial & Suppliers Services, LLC was founded in October 2008 and have gained experience preparing contract proposals and have been awarded various accounts for our ability to comply with all prerequisites and insurance coverage requested. We have mainly been working for the Public Utilities Commission (PUC) and Contracts Monitoring Division (CMD) which are both managed by The City & County of San Francisco.

Our team has worked alongside local companies on high profile projects such as:

- The Barnad Impregilo Joint Venture with Nicholson Construction, who was contracted to build San Francisco's Chinatown tunnel. We were awarded this project by the Local Business Enterprise (LBE) Contract Monitoring Division.
- New Irvington Tunnel project at Calaveras Road by Southland Contracting in Sunol, CA.
- In the past, we have collaborated in projects such as the Lower Dam in San Mateo, CA alongside The Kiewit Infrastructure Group. This project was awarded to us by The Contract Monitoring Division in San Francisco. They work closely with the PUC to award contracts to city vendors.
- The San Francisco Marina West Harbor Renovation Project alongside The Dutra Construction Group, which was a San Francisco Public Utilities Commission project.
- The California Highway Patrol in Corte Madera, CA and provided them with full carpet restoration services at their offices. Our ongoing relationships include providing services to Bay Area municipalities.
- Currently, we manage the janitorial needs for the City of Albany, City of San Pablo, City of Vacaville, City of Salinas and have recently launched a multi-year agreement with the Solano Superior Court. While working with the City of Albany, for example, our company coordinates crew at nine different sites ranging from City Hall to the Public Library and a childcare center. Also, we service the Police Department. We have a five-year agreement with the City of Albany and a contract valued at \$920,000. In total, our crew maintains approximately 60,239 sq. ft across the municipality.
- Redwood City with Silicon Valley Clean Water (SVCW). As an environmentally conscious company we were proud to be part of this important work, where water is filtered to extract impurities before being released into the ocean. It is a contract that took its course and ended.
- Vacaville Water Plant located in Vacaville, CA. We were awarded this contract after proving the City of our good services.
- A subcontract from UCSF and work for the Community Assessment and Services Center (CASC), a branch of the San Francisco Police department at their 564 6th St. San Francisco CA, facility. We do business with the private sector as well.
- The Women's Resource Center of San Francisco, programs operated by The San Francisco County Sheriff's Department, the San Francisco Sheriff's Department County Jail #5, and the San Francisco Sheriff's County Training Unit.

The emphasis we place on being highly communicative has helped us to evolve our level of service by anticipating needs and quickly resolving discrepancies as they occur. This has included developing direct relationships with managers and staff at various facilities so as to effectively calibrate service as circumstances change. At times this has looked like requesting an event calendar and other times, being available to take an unexpected call to solve an emergency. In turn, we enjoy a warm relationship with staff and have often received compliments for many members of the team.



Health & Safety Training

Our company has a comprehensive training program that aligns with requirements outlined in the City of Burlingame RFP for Janitorial Services. As one of the major elements of our proactive vision towards services, these are items that factor into both initial and ongoing training. We will similarly implement these training protocols prior to beginning services at facilities and incorporate site specific items as appropriate.

Initially, during new hire orientations, we create a more global focus on what crew members may encounter on the job site and general safety information. This includes outlining the content in MSDS documentation as part of GHS Hazard Communication Standard Training, explaining how to address and prevent injury during a work shift (IIP Safety Training Plan) and outlining how to properly use personal protective equipment. Additionally, Blood-Borne Pathogen Training and Cal-OSHA mandated injury/illness program training are incorporated. While holding these initial trainings, our management and training staff plan them based on crews grouped by facility. This allows for high levels of participation and feedback from crew members. Also, it provides a group learning environment that clarifies complex concepts, answers questions, and even creates opportunities to discuss process improvements.

Next, we accomplish ongoing training in two ways. First, a follow up site-specific training occurs where crew members have a detailed overview of how the health and safety training concepts directly apply to the facilities in which they are assigned. This creates a reinforcement of the training which also presents any specific concerns or issues that may need follow up. When those cases occur, we work with our crew, facility staff, and the facility project manager to ascertain the best solution. This is then updated in our protocol for services. Second, we create a monthly employee newsletter. Each month a portion of the content is dedicated to reminders and process improvements for training items. A specific focus is placed on upcoming contract initiation and facilities that have recently started being serviced. It is our understanding that the process of ensuring that our crew proficiently incorporates best practices from training, requires follow up and ongoing support. Similarly, this is a platform for providing encouragement and praise for the areas in which our crew are excelling.

Ultimately, we look forward to implementing these strategies in support of our providing services in the City of Burlingame. We know that employees accepting offers through the provisions of the Janitorial Displacement Act this will be a refresher and the entire team will benefit from their professional expertise with facility specific items.



Methodology

Our Services

- Janitorial Services
- Carpet Cleaning
- Stripping and Wax
- Buffing
- Window Cleaning



Staffing Plan: Application, Selection & Training Procedures

Our Human Resources department select candidates that will meet all the requirements necessary to have a high job performance level in the janitorial field and whose goals align to our own.

We respect the AB-350 Displaced Janitor Act; however, we will evaluate the previous contractor's employees job performance and conduct our training sessions to ensure we are accomplishing our company's policies and standards.

Due to our expertise in the field, we have been able to research productivity and have learned how to determine what an average worker can complete within an hour.

Karla's Janitorial & Suppliers LLC. plans to fulfill the needs of the district by developing a clear scheduling plan in which we will establish a routine for our janitorial staff to follow.



HOW WE CREATE THE KARLA'S JANITORIAL TEAM

The Interview Process

- We post a job offer online
- We receive applications
- Our HR department reviews their resumes
- Conduct necessary interviews
- Select the candidates whose profiles is closest to Karla's Janitorial mentality and goal
- Contact References



Training & Supervision

- The crew assigned to the facilities is always trained for a period of one week. Supervisors, contract managers and crew members restore all areas.

Hiring & Onboarding

- Selected employees receive a job offer
- Sign contract and review employee handbooks
- Employee receives a scope of work for the areas assigned
- New employees are trained before the commencement of any new project



Application, Selection & Training Procedures



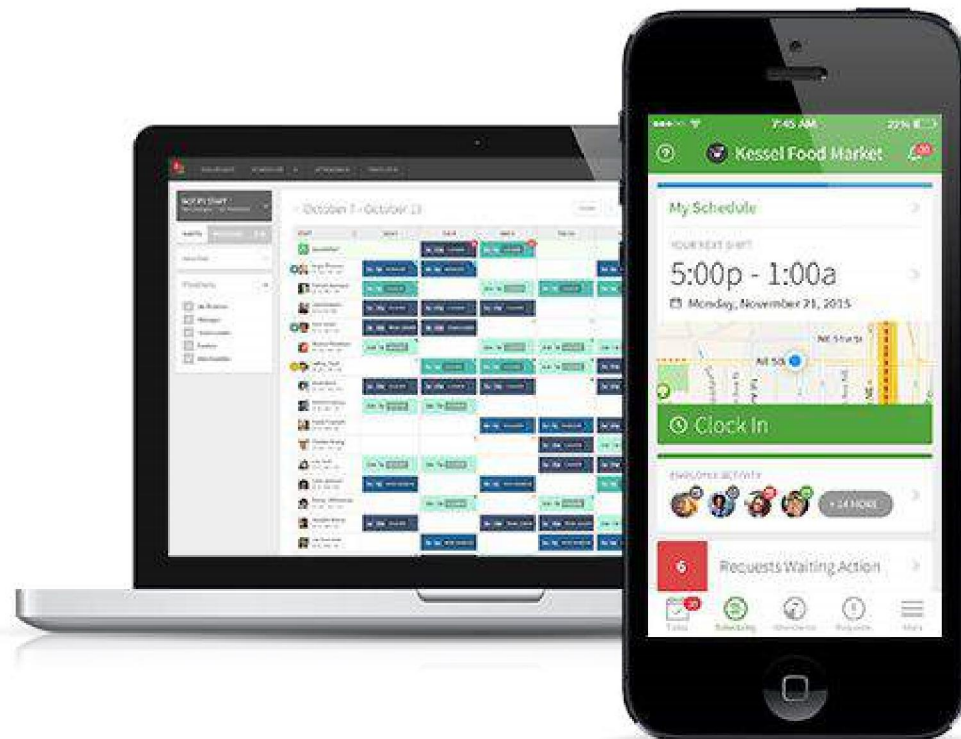
We respect the AB-350 Displaced Janitor Act which explains the following:

“The law requires contractors and subcontractors that obtain a new contract from an awarding authority to provide janitorial or building maintenance services at a job site or sites to retain for a 60-day transition period employees who have been employed by the former contractor or subcontractor for the preceding four months or longer at the site or sites covered by the successor service contract, unless the successor contractor or subcontractor has “reasonable and substantiated” cause not to hire an employee based on his or her previous performance or conduct.” - Source: California Labor Code Sections 1060-1065

However, we will evaluate the previous contractor’s employees job performance and conduct our own training sessions to ensure that our company policies and standards are being met.

Quality Assurance

Karla's Janitorial employees use the program "When I work: Time and Attendance" which allows us to track and monitor all of our employees from our headquarters in San Francisco and ensure that they are at the premises providing services at their scheduled time.



Employee Appearance

We care for the appearance of our employees.

Karla's Janitorial uniform easily recognizes our dedicated team of cleaning specialists. Our service vehicles are personalized with our logo.

It's essential for us to ensure that all of our customers easily recognize us because we want to give comfort to people of knowing who we are.



Services & Deliverables Provided

Karla's Janitorial & Suppliers will be providing our outstanding cleaning services to the City of Burlingame. We will be providing the City of Burlingame with a well trained and well-equipped crew to accomplish the set of requirements that have been listed in the RFP. The crew will be fully equipped with all the janitorial equipment they will need to take on the daily tasks of cleaning all of the facilities.

As for deliverables provided by Karla's Janitorial, we will be providing the equipment and materials. As the RFP has listed we will be providing all labor, equipment, and materials that the staff will be needing to accomplish their daily task and the scope of work that has been provided. We will be using Certified Green-Seal or ECOLOGO whenever we can, we will be making the environmentally responsible decision to use green cleaning products.

The contract of Burlingame specifies the City will be providing the paper supplies. In this case we train our staff to keep records and inventory of the supplies they have and will need. As they find necessary they will notify with anticipation of the supplies they will need. To keep ourselves organize we create supply spreadsheets where the crew fills out what they need and send to their supervisors so then the administrative team notifies the main point of contact for supply orders. This would apply unless the City already has a system for ordering supplies implemented, which we would train our staff to adapt to. The following page is an example of a supply order list we use with other clients.

Also, if it is deemed necessary to submit any deliverables requested by the City we would follow-up quickly and provide any requested documentation as Karla's Janitorial will always be willing to comply.



Karla's Janitorial & Suppliers, LLC.
 1485 Bayshore Blvd. M.B #205
 San Francisco, CA 94124
 Ph: (415)494-5347
 Fax: (415)494-5378
 management@karlasjanitorial.com

NAME OF THE FACILITY:

DATE:

JANITORIAL SUPPLIES	QUANTITY NEEDED
72006 LINER CAN 24X23 OFFICE SIZE #JC2423 0.6 MIL CS	
72004 LINER CAN 33X39 30 GAL #JC3339H 1.5 MIL CS	
72032 TISSUE TOILET SMALL ROLL 2 PLY BAY WEST #BWP59890 RL	
72021 MULTIFOLD PAPER TOWEL	
72007 24x32 TRASH LINERS	
72005 LINER CAN 36X58 55 GAL #JC3658H 1.5 MIL CS	
13301 SOAP #DIA96507 flex 800 ANTIBACTERIAL LOTION EA	
72074 TAMPON TAMPAX PR 100 CS	
11402 TOILET SEAT COVERS 20/ PKS/ CS #JCJ1000 PK	
JUMBO SIZE TOILET PAPER	
WAXED PAPER SANITARY NAPKIN RECEPATABLE LINERS	
COMMENTS:	

COVID-19 **Guidelines**

COVID-19 Guidelines

Due to the unprecedented events of the COVID-19 Pandemic, Karla's Janitorial has adjusted to the necessary guidelines to keep our employees and clients safe. By doing so, we have designated proper protective gear such as gloves, face masks, and safety coveralls (if required). Our employees are required to use their PPE at all times while at work. Our team has also received adequate training sessions on how to clean and disinfect areas safely. They have received informational letters that indicate essential information they need to know of the Virus and how they can keep themselves safe from it. Our crew is well aware to let us know promptly if they may experience any possible symptoms of COVID-19. Furthermore, our policy is that they should report back to work until they have proceeded to the doctor and have a doctor's note stating no virus is present and that they can come back to work. We have attached the policy we sent to our employees.

The following is the procedures our employees have taken:

1. We use rags for common areas such as desk surfaces, appliances, doors, doorknobs, etc.
2. We use paper towels to clean bathrooms
3. The disinfectant solution we use is called Betco AF315 (for more information on how the solution works or what are the ingredients visit the following website: <https://www.betco.com/products/af315/31504>)
4. The other solution we use is called Betco pH7Q Dual (for more information on how the solution works or what are the ingredients visit the following website: <https://www.betco.com/products/ph7q/31604>)
5. After every shift, our crew is instructed to wash the rags with hot water, and be soaked overnight in a diluted bleach solution to kill any germs.
6. Our team is paying close attention to disinfecting commonly touched areas.

Our crew is well-trained and have been putting in their part to ensure safety and proper disinfection at their assigned workplaces. Karla's Janitorial has no issue adjusting to any specific procedures if needed and includes any possible unprecedented future remarkable events.





Karla's Janitorial & Suppliers LLC
1485 Bayshore Blvd, M.B.205
San Francisco CA 94124
Ph: (415) 494-5347
Fax: (415) 494-5378
humanresource@karlasjanitorial.com

Subject: COVID-19 Outbreak

Dear Karla's Janitorial Team,

On behalf of Karla's Janitorial, your safety as an employee is our priority. As you may be aware there has been a recent outbreak of the Coronavirus, also known as COVID-19. We would like for you all to be aware of the situation for your own safety and health.

If you experience any of the following symptoms: fever, shortness of breath, and/or cough; please contact us immediately and we would advise you to go see a doctor and to stay at home until further notice from your doctor.

For further information of the virus, you may visit this helpful link (on that same webpage you may also click on *How to protect yourself*):
https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fabout%2Fsymptoms.html

In the meantime, if you believe you are not at risk nor experiencing the symptoms mentioned above then you may continue to arrive on your assigned work days until further notice.

Thank you for taking the necessary precautions during this situation. If you have any questions or concerns, do not hesitate to contact us.

Sincerely,

Janeth Mejia
HR Director

Karla's Janitorial & Suppliers LLC



Karla's Janitorial & Suppliers LLC
1485 Bayshore Blvd, M.B.205
San Francisco CA 94124
Ph: (415) 494-5347
Fax: (415) 494-5378
humanresource@karlasjanitorial.com

Asunto: Brote de COVID-19

Querido equipo de Karla's Janitorial,

De parte de Karla's Janitorial, su seguridad como empleado es nuestra prioridad. Cómo puede saber, ha habido un brote reciente del Coronavirus, también conocido como COVID-19. Queremos que todos estén al tanto de la situación por su propia seguridad y salud.

Si experimenta alguno de los siguientes síntomas: fiebre, dificultad para respirar y /o tos; comuníquese con nosotros de inmediato y le aconsejamos que vaya a ver a un médico y que se quede en casa hasta nuevo aviso de su médico.

Para obtener más información sobre el virus, puede visitar este útil enlace (en esa misma página web también puede hacer clic en *Cómo protegerse*):

https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fabout%2Fsymptoms.html

Mientras tanto, si cree que no está en riesgo ni experimenta los síntomas mencionados anteriormente, puede continuar llegando a los días de trabajo asignados hasta nuevo aviso.

Gracias por tomar las precauciones necesarias durante esta situación. Si tiene alguna pregunta o inquietud, no dude en contactarnos.

Sincerely,

A handwritten signature in black ink that reads "Janeth Mejia".

HR Director

Karla's Janitorial & Suppliers LLC

Disinfection

Procedures

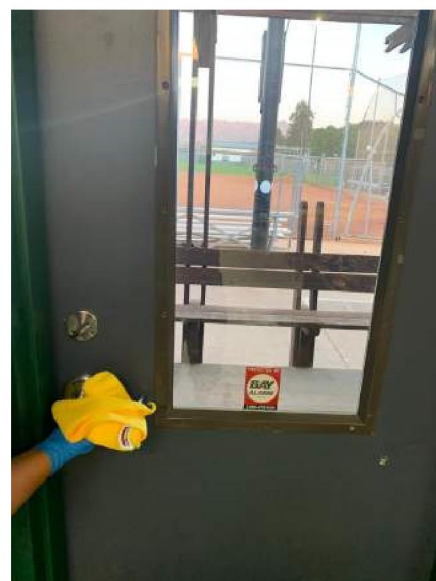
Highly Touched Areas

Our staff is trained to clean highly touched surfaces on a daily basis. When we have new contracts or new employees we show them what areas are highly touched and to be attentive. They are also trained on what disinfectants they should be using to kill any bacteria/germs/COVID residues.

Our cleaning techniques hasn't changed much from before the COVID-19 pandemic started. Karla's Janitorial & Suppliers LLC has always been training our employees to sanitize all high and low touched areas whenever they are in a facility doing their job duties. We are not a company that just comes in and oversees areas, or that just comes into facilities and takes out the trash and calls it a day.



Highly Touched Areas



Highly Touched Areas Checklist

High touch items are among the most pathogen heavy surfaces in facilities. Routine cleaning and disinfecting of these items along with frequent hand washing are critical to breaking the chain of infection and creating clean, safe, and healthy environments.

- | | |
|---|---|
| ☐ Chair Handles & Backs | ☐ Paper Towel Dispenser |
| ☐ Coffee Machines | ☐ Podiums |
| ☐ Counter Tops | ☐ Printers/Fax Machines |
| ☐ Desktops | ☐ Refrigerator Handles & Doors |
| ☐ Door Glass | ☐ Sink Faucets & Handles |
| ☐ Door Handles & Edges | ☐ Stair Rails |
| ☐ Elevator Buttons & Doors | ☐ Staplers & Staple Removers |
| ☐ Phones | ☐ Tabletops |
| ☐ Kiosk Buttons | ☐ Tape Dispensers |
| ☐ Keyboards & Mice | ☐ Time Clocks |
| ☐ Light Switches | ☐ Trash Receptacles |
| ☐ Microwaves | ☐ Vending Machines |
| ☐ Mailboxes | ☐ Water Fountains |

DON'T OVERLOOK THESE COMMON GATHERING PLACES.

- | | |
|--|--|
| ☐ BREAK ROOM AREAS
(Appliances, Sinks, Chairs & Tables) | ☐ RESTROOMS
(Restrooms Flush Handles, Toilet Paper Dispenser) |
| ☐ CONFERENCE ROOM TABLES & CHAIRS | ☐ OPEN SHARED WORKSPACES |

EPA COVID-19 Approved Disinfectants

Karla's Janitorial uses a variety of EPA's approved disinfectants. We have used these products before COVID-19 and once the pandemic started, we have been using these products on more surfaces with a bit of a higher concentration but in a healthy proportion to keep our employees and clients safe.

Karla's Janitorial & Suppliers LLC has kept all of our customers safe during this COVID-19 pandemic and been here to do deep disinfectant cleaning when our customers have notified us that they may have had an employee exposed people at a facility. At the end of each shift, employees wash all rags in a diluted bleach solution and hot water to kill any germs or COVID-19. By using that technique we ensure any residues are cleaned and disinfected.

The products below are some disinfectants that we have been using at the moment that are EPA approved to kill COVID-19. All are rated to kill COVID-19 at different contact times. We will be using Electrostatic Sprayer Technology to spray the disinfectant solutions to any needed surface or even COVID-19 positive infected areas by request.

- pH7Q (316)
- Bioesque Botanical Disinfectant
- AF315
- Electrostatic Sprayer Technology

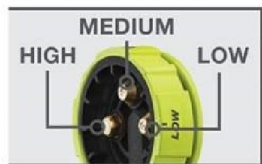


Karla's Janitorial

Ideal for Use with Disinfectants, Cleaning Solutions, Herbicides, Insecticides, Fungicides and Most Other Lawn and Garden Chemicals

Convenient Tank Handle for Easy Transport

Adjustable Spray Pattern for Precise Coverage



Comfortable Backpack Design with Adjustable Straps

Powered by a ONE+™ 18V Battery for Instant, Hassle-Free Starting

Sprays Up to 10 ft.†

Sprays 30 Gallons Per Charge†

Includes (2) 18V Batteries for Extended Run Time



Personal Protective Equipment

Our janitorial staff has been fully trained on what they should be wearing when they are inside any facility they are in. Karla's Janitorial has implemented all employees that they must be wearing face masks anytime they are inside facilities to lower the risk of spreading the virus. Janitorial staff is also provided with gloves to be worn.

Taking into account of COVID-19 we have our team scan the area before and make sure that it is safe for them to enter facilities with just a face mask and gloves. When situations aren't healthy for our staff to enter with just basic protective gear, than they enter in full protective gear that includes, face mask, coveralls, gloves, and shoe covers.

All of Karla's Janitorial staff has been and will continue to be trained on how to properly put on all personal protective gear and how they should be taking off PPE so they don't risk contaminating themselves or others around them.

We use a variety of EPA approved products. Our most used products we use on frequently touched surfaces are AF315 and pH7Q.

We follow CDC guidelines, by wearing disposable gloves, cleaning surfaces using soap and water than using our disinfectants to kill the germs left. We also ensure keep up with CDC guidelines to keep our clients and employees safe.

*Karla's Janitorial
Services & Suppliers*



References



References

1. City of Albany
1000 San Pablo Ave
Albany, CA 94706
2018- Present
80,00 Sq Ft

Razzu Engen, Facilities & Maintenance Manager
(510) 524-3751
rengen@albanyca.org

2. City of Vacaville
1001 Allison Dr
Vacaville Ca. 95687
2019- Present
280,00 Sq Ft.

Rob Pippin, Facilities Maintenance Manager
(707) 469-6556
rob.pippin@cityofvacaville.com

3. City of West Sacramento
1110 W. Capitol Ave.
West Sacramento, CA 95691
2020-Present
310,000 Sq Ft.

Timothy Spinelli, Equipment and Facilities
Superintendent
(916) 617-4850
timothys@cityofwestsacramento.org

4. The City of San Pablo
1515 Folsom Ave
San Pablo, CA 94806
2017- Present
125,000 Sq Ft.

Victor Berumen, Public Works Maintenance
Manager
(510) 215-3077
victorb@sanpabloca.gov

5. The Superior Court of California, County of Solano
600 Union Ave.
Fairfield, CA 94533
2020 - Present
194,000 Sq Ft.

Sara MacCaughey, Jury & Facilities Operations
Manager
(707) 207-7619
sjmaccaughey@solano.courts.ca.gov



Insurance

& Bond

Coverage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Capital Providers Insurance License #0H52316 20750 Ventura Blvd., Ste 305 Woodland Hills CA 91364	CONTACT NAME: Raymond Shults-Fitze PHONE (A/C, No, Ext): (818) 676-0016 FAX (A/C, No): (818) 676-0015 E-MAIL ADDRESS: certs@cpisgroup.com														
INSURED Karla's Janitorial & Suppliers, LLC 1485 Bayshore Blvd. M.B. 205 San Francisco CA 94124	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER B: Capitol Indemnity Corp.</td> <td>10472</td> </tr> <tr> <td>INSURER C: Preferred Professional Insurance Co.</td> <td>36234</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Insurance America, Inc.	24554	INSURER B: Capitol Indemnity Corp.	10472	INSURER C: Preferred Professional Insurance Co.	36234	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 22-23 GL/A/U/WC**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			NPC-1005921-00	04/29/2022	04/29/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	☐ POLICY ☒ PRO-JECT ☐ LOC		PERSONAL & ADV INJURY \$ 1,000,000				
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			NBA-1005922-00	04/29/2022	04/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist \$ 1,000,000
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB			XS19000537-03	04/29/2022	04/29/2023	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED \$ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ON12516 01	03/02/2022	03/02/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

**** Proof of Insurance ****

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

State of California
 Department of Industrial Relations
 Division of Labor Standards Enforcement
 Licensing & Registration Unit
 1515 Clay Street, Ste. 1902
 Oakland, CA 94612



Registration Number:
JS-LR-1000414488

Janitorial Services Registration

REGISTRANT WITH EMPLOYEES

Effective Date 10/22/2021	Expiration Date 10/22/2022
---	--

KARLA'S JANITORIAL & SUPPLIERS L.L.C
 1485 BAYSHORE BLVD M.B. 205
 SAN FRANCISCO, CA 94124

Workers Compensation Insurance Expiration Date:
March 2, 2022

Branch 1. DBA N/A

1485 BAYSHORE BLVD M.B. 205, SAN
 FRANCISCO, CA 94124

Having paid to the Labor Commissioner of the State of California the required Registration Fee is hereby granted a registration to conduct the business of Janitorial Services in the State of California at the location(s) listed above and effective for the period designated above in conformity with the provisions of Chapter 4, Part 4.2, Division 2 of the Labor Code and the rules and regulations issued thereunder by the Labor Commissioner.

THIS REGISTRATION IS NOT TRANSFERABLE AND IS VALID ONLY AT THE REGISTERED OPERATING LOCATION INDICATED ABOVE

POST IN A CONSPICUOUS PLACE

ALTERATIONS WILL VOID THIS REGISTRATION

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.

On September 20, 2022 before me, Bethany Mercer, Notary Public

Name of Notary Public, Title

personally appeared Kelly A. Specht

Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

Bid Bond

containing 2 pages, and dated September 20, 2022

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☒ Attorney-in-fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: United Surety Insurance Company

Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No: 171372

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Kelly A. Specht, Kandis Gregory, Richard P. Ford, Thomas C. Buckner, Bethany Mercer, William Belpedio

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Five Hundred Thousand & 00/100 Dollars (\$3,500,000.00). This Power of Attorney shall expire without further action on December 31st, 2024.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 5th day of July, 2022



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

Michael T. Porsch

Michael T. Porsch, Treasurer

Corporate Seals

Commonwealth of Massachusetts
 County of Middlesex ss:

On this 5th day of July, 2022, before me, Colleen A. Cochrane, a notary public, personally appeared, Michael T. Porsch, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

Colleen A. Cochrane

Notary Public

Commission Expires: 10/27/2028



COLLEEN A. COCHRANE

Notary Public, Commonwealth of Massachusetts

My Commission Expires 10/27/2028

I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this September 20, 2022

Corporate Seals



Robert F. Thomas

Robert F. Thomas, President

Bid Documents **&** **Price Proposal**

REQUEST FOR BIDS

Janitorial Services

August 22, 2022



MAYOR

Ricardo Ortiz

CITY COUNCIL

Michael Brownrigg, Vice-Mayor

Emily Beach, Council Member

Donna Colson, Council Member

Ann O'Brien Keighran, Council Member

CITY MANAGER

Lisa K. Goldman

DEPARTMENT OF PUBLIC WORKS

Bid and Notice to Contractors:

JANITORIAL SERVICES

Bids Due:

September 20, 2022 at 2:00 P.M.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

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The City of Burlingame

PUBLIC WORKS DEPARTMENT
TEL: (650) 558-7230
FAX: (650) 685-9310

CITY HALL - 501 PRIMROSE ROAD
BURLINGAME, CALIFORNIA 94010-3997
www.burlingame.org

CORPORATION YARD
TEL: (650) 558-7670
FAX: (650) 696-1598

August 22, 2022

NOTICE INVITING SEALED BIDS

In order to maintain safe distancing practices, the City of Burlingame has made some changes to requesting bid documents, submitting bids, and opening bids.

The City of Burlingame will be receiving bids for **JANITORIAL SERVICES** via PB System™, a fully automated web-based vendor and bid management system. Prospective bidders should visit <https://pbsystem.planetbids.com/portal/46106/portal-home> to register, download bid documents, and submit their bid. All bids must be submitted to PB System™ before 2:00 P.M. on Tuesday, September 20, 2022. Bid results will be publicly opened and read at 2:30 P.M. on Tuesday, September 20, 2022 via an online video conference platform. Those submitting a bid will be sent an email with the conference call information for the bid opening. Only the contractors who submitted bids will receive an invitation to the bid opening. Additionally, the bid results will be displayed in the PB System™ after they are publicly read.

The work shall consist of janitorial services at City buildings starting tentatively in November 2022. The Term of the final Agreement is for three (3) years with two (2) one (1) year options at the election of the City.

A **MANDATORY** pre-bid meeting will be held at **9:00 A.M. on Thursday, September 1, 2022, at the Public Works Corporation Yard's Training Room: 1361 North Carolan Avenue, Burlingame, CA 94010. All Bidders must be present at 9:00 A.M. on Thursday, September 1, 2022.** An optional walk-through the City locations will follow at the end of the pre-bid meeting. The walk-through will take an estimated 2-3 hours.

Johnson Woo
Facilities & Fleet Division Manager

DATE OF POSTING: August 22, 2022

CITY OF BURLINGAME
Request for Bids – Janitorial Services

INSTRUCTIONS TO BIDDERS

Bids shall be made in accordance with the provisions of Sections 1, 2 and 3 (the General Provisions, Special Provisions and Special Building Provisions) and these Instructions.

General Instructions

- A. The City of Burlingame will be receiving bids for this project via PB System™, a fully automated web-based vendor and bid management system.
- B. Bidders who have not already done so may register to use the system by proceeding as follows:
 - 1. Go to <https://pbsystem.planetbids.com/portal/46106/portal-home>
 - 2. Click on “Vendor Registration”
 - 3. Complete the form by navigating through the different tabs and submit.
 - 4. Once registered please go to Bid Opportunities to see our current bids and become a prospective bidder by downloading the bid documents.
- C. A bid shall cover all items of the bidding schedule. Blank spaces in the bid shall be properly filled in, and the phraseology thereof must not be changed. Additions shall not be made to the items mentioned therein. Any unauthorized conditions, limitations or provisions attached to a bid may cause its rejection. Alterations by erasures or interlineation shall be explained or noted in the bid over the signature of the bidder.
- D. **Bids are due before 2:00 P.M. on September 20, 2022. Late bids will not be accepted.**
- E. Bid results will be publicly opened and read at 2:30 P.M. on Tuesday, September 20, 2022. Those submitting a bid will be sent an email with the video conference call information for the bid opening. Only the contractors who submitted bids will receive an invitation to the bid opening. Additionally, the bid results will be displayed in the PB System™ after they are publicly read.
- F. Any questions regarding this project should be submitted through the online Q&A feature of PB System™. **Questions will be accepted until 2:00 P.M. on September 13, 2022. Answers will be available online via PB System™**
- G. Bids shall be made upon the forms provided, properly executed and with all items completed. All signatures shall be in longhand. **Failure to complete, sign (where required), and return the bid documents with your bid will render it non-responsive.**

CITY OF BURLINGAME
Request for Bids – Janitorial Services

- H. Bids shall not be unbalanced. Any apparent unbalancing of bids may be considered sufficient grounds for rejection of a proposal.
- I. For additional information, contact Facilities and Fleet Supervisor Fred Ghilain at (650) 558-7692 or fghilain@burlingame.org.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

Bidder's Bond

Each bid shall be accompanied by cash, a certified or cashier's check, or a bidder's bond in the sum of not less than ten percent (10%) of the total aggregate of the bid, and such a check or bond shall be made payable to the order of the City of Burlingame as set forth in the Bidder's Bond (see page 28). In case the successful bidder fails to file the bonds or to provide the insurance required by the Contract Documents, or refuses to enter into a contract within the specified time, it shall be liable for any difference by which the cost of procuring the work exceeds the amount of its bid and the bond or the amount of cash or check shall be available to offset such difference.

Examination of Contract Documents

Before submitting a bid, each bidder shall carefully read all the Contract Documents. The bidder shall visit the site of the Project and shall fully inform itself as to all existing conditions and limitations under which the work is to be performed, and it shall include in its bid a sum to cover the cost of all items necessary to perform the work as set forth in the Contract Documents. No allowance of any kind whatsoever will be made to any bidder because of lack of such examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has made such an examination. Bidders shall report any discrepancies in the field conditions or Contract Documents that they discover to the City before bids are opened.

Competency of Bidder

Any bidder may be required to furnish evidence satisfactory to the City that it and its proposed subcontractors have sufficient means and experience in the type of work called for to insure completion of the contract in a satisfactory manner.

Withdrawal of Bid

Any bidder may withdraw its bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

Award or Rejection of Bids

The Contract, if awarded, will be awarded to the lowest responsible bidder subject to City's right to reject any or all bids and to waive any informality in the bids or the bidding. The City reserves the right to reject the apparent low bid and award the contract to the next successful low bidder if it determines that the apparent low bidder does not meet the required qualifications, or if the job references provided would indicate that the Contractor does not satisfy the bid requirements. The City of Burlingame reserves the right to reject any or all bids. Bidders are cautioned not to attach any conditions, limitations, or provisions to the bid as such conditions, limitations or provisions will render their bids informal and cause its rejection.

Term of Agreement

The term of the final agreement is for three (3) years with two (2) one (1) year options at the election of the City.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

Withdrawal of Bids after Opening

No bidder may withdraw its bid for a period of forty-five (45) calendar days after the date set for the opening thereof, and the same shall be subject to acceptance by the City during this period.

Execution of Agreement

The form of agreement which the successful bidder, as Contractor, will be required to execute is included in the Contract Documents and must be carefully examined by each bidder. The bidder to whom the contract is awarded by the City shall, within ten (10) working days after notice of award, execute and deliver to City one original and one copy of the Contract Agreement.

The selected Contractor, upon signing a City Contract Agreement form, shall provide a signed contract along with all required bonds and insurance documents as required to fulfill and meet the requirements established by the Bid Requirements.

The Contractor shall state his or her willingness to accept the terms and conditions in the Contract Agreement for Contract Services attached. This is the City's standard agreement and the bidder shall list any items which cannot be met and the alternative suggested wording, if necessary, to ensure proper agreement terms.

Labor and Materials Bond, Deposit of Securities

At or prior to the delivery of the signed Contract Agreement, Contractor shall deliver to City the Labor and Material Bond as required. All bonds shall be in the general forms designated by the City, and each shall be in an amount equal to one hundred percent (100%) of the contract price. All bonds shall be approved by the Director of Public Works before the successful bidder may proceed with the work. Bonds may be secured in one-year terms provided that such one-year bonds are renewed by the Contractor for each year of the entire term of the agreement; there shall be no lapse in bond coverage. Failure to have bonds continuously in place shall constitute grounds for the City's termination of the Contract. Failure or refusal to furnish bonds in the form satisfactory to the Director shall subject the bidder to penalties for delay in commencement of the work or revocation of the Award of Contract.

Pursuant to Section 22300 of the California Public Contract Code, the Contractor will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the City as provided in the General Provisions.

Insurance

At or prior to the delivery of the signed Contract Agreement, Contractor shall deliver to the City the policies of insurance or insurance certificates and endorsements as are required by the General Provisions. Failure or refusal to furnish insurance policies or certificates in the form satisfactory to the City Attorney shall subject the bidder to penalties for delay in commencement of the work or revocation of the Award of Contract.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

All policies, endorsements, and certificates of insurance shall be approved by the City Attorney before the successful bidder may proceed with any work.

Interpretation of Contract Documents Prior to Bidding

If any person contemplating submitting a bid for the Janitorial Services Project is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions from the Contract Documents, it may submit to City a written request for information thereof not later than five (5) working days before the date bids will be opened. The person submitting the request will be responsible for its prompt delivery. The City's response to a request for information will be made only by addendum and will be emailed only to each person receiving a set of such documents. City will not be responsible for any other explanation or interpretation of the Contract Documents.

Bidders Interested in More than One Bid

No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm or corporation submitting a sub-bid to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other bidders.

Special Notice

Bidders are required to inform themselves fully of the conditions relating to service and labor under which the work will be or is now performed, and, so far as possible, the successful bidder must employ such methods and means in carrying out his/her work as will not cause any interruption or interference with any other Contractor.

List of Subcontractors

Bidders shall submit a list of their proposed subcontractors in compliance with Sections 4100-4113 of the Public Contract Code of the State of California. A form for this designation is furnished in the set of Contract Documents.

Additional Sureties

If at any time during the continuance of the contract the Sureties, or any of them, shall, in the opinion of the City, be no longer responsible, the City shall have the right to require additional and sufficient Sureties which Contractor shall furnish to the satisfaction of the City within ten (10) working days after notice.

Definition of Contract Documents

The term "Contract Documents" means all of the information to bidders, General Provisions, Special Provisions, Special Building Provisions, Request for Bidder to Provide Janitorial Service Requirements; the submission of any bid shall be deemed a thorough and complete understanding of all provisions of the Contract Documents. All of the Contract Documents shall be incorporated by reference into the formal contract which the successful bidder shall execute.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

Business License

All Contractors, whether they are general Contractors or subcontractors, who transact or carry on business in the City, shall acquire a Business License in conformance with the Burlingame Municipal Code.

Prevailing Wage Requirements

No contractors and subcontractor may be listed on the bid proposal unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.5(a)].

All contractors and subcontractors will be required to furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Workers employed in the work must be paid at rates at least equal to the current prevailing wage scale as determined by the State Director of the Department of Industrial Relations. A copy can be found at www.dir.ca.gov/OPRL/PWD/index.htm or by contacting the Department of Industrial Relations.

Pursuant to Section 1770 and following of the California Labor Code, any Contractor who is awarded a public works project and intends to use a craft of classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft of classification most closely related to it as shown in the general determinations effective at the time of the calls for bids.

Unit Prices

Because unit prices are key elements of bid award and contract administration, in case of discrepancy between the unit price and the total set for a unit basis item, the unit price shall prevail; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as set forth in the "Annual Cost" column, then the amount set forth in the "Annual Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

For additional information, contact Facilities and Fleet Supervisor Fred Ghilain at (650) 558-7692 or fghilain@burlingame.org.

END OF INSTRUCTIONS TO BIDDERS

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BID FORM

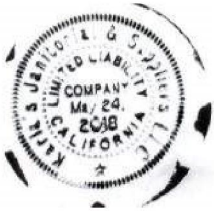
September 6, 2022

TO THE CITY OF BURLINGAME, CALIFORNIA:

Pursuant to the foregoing Bid and Notice to Contractors, the undersigned bidder herewith submits its bid on the Bid Form and completes all the required forms attached hereto and made a part hereof, and binds itself on award by the City of Burlingame under this bid to execute in accordance with such award, a contract, of which this Bid and Notice to Contractors, Instructions to Bidders, General Provisions, Special Provisions, and Special Building Provisions are hereby made a part of this Bid and all provisions thereof are hereby accepted.

The bidder further agrees that in case of its default in executing the contract, and providing the required bonds and insurance, the cash, check or Bidder's Bond, accompanying its bid and the money payable thereon shall be and remain the property of the City of Burlingame, as provided in the Instructions to Bidders and the Special Provisions.

COMPANY NAME: Karla's Janitorial & Suppliers, LLC.



Signature

Sheyla Garcia

Address 1485 Bayshore Blvd. M.B. 205 San Francisco, CA 94124

CONTRACTOR'S TELEPHONE NO.
(415) 494-5347

Nature of firm (corporation, partnership, etc.) and names of individual members of the firms, or names and titles of officers of the corporation:

Fax no. (415) 494-5378

If Corporation, organized under the laws of the State of California

<u>Karla Mejia</u>	<u>Managing Member</u>
Name	Title
<u>Luis Garcia</u>	<u>Managing Member</u>
Name	Title
<u>Sheyla Garcia</u>	<u>Account Manager</u>
Name	Title

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BID FORM

The undersigned hereby proposes and agrees that, if this bid is accepted, the Contractor will contract with the City of Burlingame, California, for any or all of the facilities listed below for the prices quoted. The Contractor agrees to furnish all labor, materials, tools, and equipment. Contractor to furnish all incidental work and services required to complete all items of work described in the specifications. All work shall be done in accordance with the General Provisions, Special Provisions, and Special Building Provisions of this Contract Book: "Janitorial Services for City of Burlingame".

	YEAR 1		YEAR 2		YEAR 3	
<u>MONTHLY SERVICES</u>	Cost/Month	Annual Cost	Cost/Month	Annual Cost	Cost/Month	Annual Cost
1. City Hall	\$ <u>5,000</u>	\$ <u>60,000</u>	\$ <u>5,100</u>	\$ <u>61,200</u>	\$ <u>5,202</u>	\$ <u>62,424</u>
2. Main Library	\$ <u>9,700</u>	\$ <u>116,400</u>	\$ <u>9,894</u>	\$ <u>118,728</u>	\$ <u>10,092</u>	\$ <u>121,104</u>
3. Easton Library	\$ <u>917</u>	\$ <u>11,004</u>	\$ <u>935</u>	\$ <u>11,220</u>	\$ <u>954</u>	\$ <u>11,448</u>
4. Public Works Corp Yard	\$ <u>5,170</u>	\$ <u>62,040</u>	\$ <u>5,273</u>	\$ <u>63,276</u>	\$ <u>5,379</u>	\$ <u>64,548</u>
5. Police Station	\$ <u>4,888</u>	\$ <u>58,656</u>	\$ <u>4,986</u>	\$ <u>59,832</u>	\$ <u>5,085</u>	\$ <u>61,020</u>
6. Village Park Preschool	\$ <u>1,551</u>	\$ <u>18,612</u>	\$ <u>1,582</u>	\$ <u>18,984</u>	\$ <u>1,614</u>	\$ <u>19,368</u>
7. Parks Corp Yard	\$ <u>650</u>	\$ <u>7,800</u>	\$ <u>663</u>	\$ <u>7,956</u>	\$ <u>676</u>	\$ <u>8,112</u>
8. Depot	\$ <u>450</u>	\$ <u>5,400</u>	\$ <u>459</u>	\$ <u>5,508</u>	\$ <u>468</u>	\$ <u>5,616</u>
9. Community Center	\$ <u>8,000</u>	\$ <u>96,000</u>	\$ <u>8,160</u>	\$ <u>97,920</u>	\$ <u>8,323</u>	\$ <u>99,878</u>
10. Day Porter	\$ <u>7,000</u>	\$ <u>84,000</u>	\$ <u>7,140</u>	\$ <u>85,680</u>	\$ <u>7283</u>	\$ <u>87,396</u>
Total Year 1 Annual Cost		\$ <u>519,914</u>				
Total Year 2 Annual Cost				\$ <u>530,304</u>		
Total Year 3 Annual Cost						\$ <u>540,914</u>
Base Bid = Total for Years 1, 2 & 3 (Written in Figures) \$ <u>1,591,132</u>						
Base Bid = Total for Years 1, 2 & 3 (Written in Words) <u>One Million Five Hundred Ninety -One Thousand</u>						
<u>Hundred Thirty -Two and Zero Cents</u>						
Amount Written in Words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.						
<u>ADDITIONAL SERVICES</u>	Cost/Hour					
1. Services during normal working hours on a weekday with no less than 24 hours' notice	\$ <u>35.00</u>					
2. Services outside normal work hours with on a weekday with no less than 24 hours' notice	\$ <u>35.00</u>					
3. Service with less than 24 hours' notice during normal working hours on weekday	\$ <u>35.00</u>					
4. Service with less than 24 hours' notice during outside working hours	\$ <u>35.00</u>					

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BID FORM

Contractors shall list their proposed work force and supervisory personnel to be assigned to each facility. The City of Burlingame reserves the right to reject any or all bids. Bidders are cautioned not to attach any conditions, limitations, or provisions to the bid because such conditions, limitations or provisions may render such bid non-responsive and may cause its rejection.

Location	Personnel Resources	Supervisory Resources	
City Hall	Number of Janitors Evening Cleaners: <u>1</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>4</u>	Title: <u>Crew Lead Supervisor</u> Total Daily Hours: <u>0.25</u> Title: <u>Supervisor Manager</u> Total Weekly Hours: <u>1.00</u> Title: _____ Total Monthly Hours: <u>9.50</u>	
Main Library	Number of Janitors Evening Cleaners: <u>2</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>5/ Each</u>	Title: <u>Crew Lead Supervisor</u> Total Daily Hours: <u>0.25</u> Title: <u>Supervisor Manager</u> Total Weekly Hours: <u>1.50</u> Title: _____ Total Monthly Hours: <u>11.50</u>	
Easton Library	Number of Janitors Evening Cleaners: <u>1</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>1.50</u>	Title: <u>Crew Lead Supervisor</u> Total Daily Hours: <u>0.25</u> Title: <u>Supervisor Manager</u> Total Weekly Hours: <u>0.25</u> Title: _____ Total Monthly Hours: <u>4.50</u>	
Village Park	Number of Janitors Evening Cleaners: <u>1</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>2.00</u>	Title: <u>Crew Lead Supervisor</u> Total Daily Hours: <u>0.25</u> Title: <u>Supervisor Manager</u> Total Weekly Hours: <u>0.25</u> Title: _____ Total Monthly Hours: <u>4.50</u>	

Continued on next page

CITY OF BURLINGAME
Request for Bids – Janitorial Services

Location	Personnel Resources	Supervisory Resources	
Public Works Corporation Yard	Number of Janitors Evening Cleaners: <u>1</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>5</u>	Title: <u>Crew Lead Supervisor</u> Title: <u>Supervisor Manager</u> Title: _____	Total Daily Hours: <u>0.25</u> Total Weekly Hours: <u>1.00</u> Total Monthly Hours: <u>9.50</u>
Police Station	Number of Janitors Evening Cleaners: <u>1</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>4.5</u>	Title: <u>Crew Lead Supervisor</u> Title: <u>Supervisor Manager</u> Title: _____	Total Daily Hours: <u>0.25</u> Total Weekly Hours: <u>1.00</u> Total Monthly Hours: <u>9.50</u>
Parks Corporation Yard	Number of Janitors Evening Cleaners: <u>1</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>1.50</u>	Title: <u>Crew Lead Supervisor</u> Title: <u>Supervisor Manager</u> Title: _____	Total Daily Hours: <u>0.25</u> Total Weekly Hours: <u>0.50</u> Total Monthly Hours: <u>4.75</u>
Depot	Number of Janitors Evening Cleaners: <u>1</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>.50</u>	Title: <u>Crew Lead Supervisor</u> Title: <u>Supervisor Manager</u> Title: _____	Total Daily Hours: <u>0.15</u> Total Weekly Hours: <u>0.25</u> Total Monthly Hours: <u>2.95</u>
Community Center	Number of Janitors Evening Cleaners: <u>2</u> Number of hours assigned to each janitor per day of service Evening Cleaners: <u>4/Each</u>	Title: <u>Crew Lead Supervisor</u> Title: <u>Supervisor Manager</u> Title: _____	Total Daily Hours: <u>0.25</u> Total Weekly Hours: <u>1.50</u> Total Monthly Hours: <u>12.25</u>

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BIDDER'S STATEMENT

Pursuant to Business and Professions Code Section 7028.15 I, Karla's Janitorial declare under penalty of perjury that the foregoing and the statements contained in the bid for the above titled project are true and correct and that this declaration is made on this 6 day of September, 2022, at San Francisco, California.

If awarded the contract, the undersigned hereby agrees to sign and file an agreement similar to the attached sample on page 30, together with the necessary bond, certificate(s) of insurance, and related endorsements for general and automobile liability insurance, and proof of a Burlingame Business License in the office of the City Clerk within ten (10) calendar days after the date of the award and to commence work within five (5) days of the date specified in the notice to proceed, and to complete the work under said contract within the specified number of working days beginning from the date specified in the notice to proceed. Contractor also agrees to keep the Business License current for the entire term of the contract.

If the lump sum for each building and the total amount named by a bidder for any item do not agree, it will be assumed that the error was made in computing the lump sum for each building and the total amount will be considered as representing the bidder's intention.

Unit price bid must not be unbalanced.

The undersigned has checked carefully all the figures listed in the Bid form and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

NOTE: The square footages and unit counts shown in the Special Buildings Provisions are an estimate only. Since the exact figures are not determined, the City reserves the right to adjust quantities as deemed necessary to meet its requirements.

The undersigned hereby certifies that this bid is genuine, and not sham or collusive, or made in the interest or in behalf of any person not named herein, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage of any kind whatever.

The undersigned agrees that this bid may not be withdrawn for a period of forty-five (45) days after the date set for the opening thereof.

NOTE: IF THE BID IS MADE BY AN INDIVIDUAL, HIS NAME AND POST OFFICE ADDRESS MUST BE SHOWN. IF THE BID IS MADE BY A PARTNERSHIP, THE NAME AND ADDRESS OF EACH MEMBER OF THE FIRM OR PARTNERSHIP MUST BE SHOWN (IF MORE THAN TWO MEMBERS OF A FIRM OR PARTNERSHIP, PLEASE ATTACH AN ADDITIONAL PAGE); OR IF MADE BY A CORPORATION, THE BID SHALL SHOW THE NAME OF THE STATE UNDER THE LAWS OF WHICH THE CORPORATION WAS CHARTERED AND THE NAMES, TITLES AND BUSINESS ADDRESSES OF THE PRESIDENT, SECRETARY AND TREASURER OF SAID CORPORATION.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

SIGNATURES FOR BIDDER:

If INDIVIDUAL, sign below: Signature Date Print name Post Office Address	
If CORPORATION, sign below (show names of non-signing officers): Karla's Janitorial & Suppliers, LLC. a CORPORATION California Name of State Where Chartered <i>Sheyla Garcia</i> 09/06/2022 Signature Date Sheyla Garcia Print name of person signing bid Account Manager Title	<i>List names of the following officers:</i> PRESIDENT Date SECRETARY Date TREASURER Date Post Office Address

CITY OF BURLINGAME
Request for Bids – Janitorial Services

DESIGNATION OF SUBCONTRACTORS

(Public Contract Code Sections 4100 and following)

JANITORIAL SERVICES

As a bidder on the above-entitled project, the undersigned hereby designates the subcontractors that will perform work or labor or render services to the Contractor in or about the construction of the project in an amount in excess of one-half (½) of one percent (1%) of the Contractor's total bid.

The undersigned understands and agrees that should it fail to specify a subcontractor for any portion of the work as above stated, it agrees that the undersigned is fully qualified to perform that portion of the work itself, and that it shall perform that portion itself. Penalties for failure to comply with this provision are provided in the Subletting and Subcontracting Fair Practices Act commencing with Section 4100 of the Public Contract Code.

The undersigned agrees that it shall not, without written consent of the City Council, make any substitution, assignment or sublet to or of the following list of subcontractors which is made a part of this bid and then only after compliance with the provisions of the Subletting and Subcontracting Fair Practices Act. [ATTACH ADDITIONAL PAGES IF NECESSARY]

Name of Subcontractor	Address of Subcontractor	Work to be done by Subcontractor
N/A	N/A	N/A

NAME OF BIDDER: Karla's Janitorial & Suppliers, LLC.

Signature: *Shayla Garcia*

CITY OF BURLINGAME
Request for Bids – Janitorial Services

STATEMENT OF EXPERIENCE QUALIFICATIONS

The following statement as to experience qualifications of the bidder is submitted in conjunction with the Bid, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

N/A

The bidder, as a contractor, must have relevant janitorial experience during the last five (5) years, and must have been engaged in the contracting business, under the present business name, as a single company for at least five (5) years. If the bidder is a franchisor, actual franchisee (operators) must have relevant janitorial experience during the last five (5) years. All bidders must have experience that includes:

- Must have successfully provided service (cleaning) for a minimum of 160,000 square foot of office space per year for the last five years.
- Must have successfully worked with three different public agencies during the last five years.
- Must have an annual contract in good standing condition with a public agency during the past 36 months to service (clean) a minimum of 80,000 square foot of office space.
- Provided a copy of your company training manual on cleaning services and procedures for janitorial staff.

The above qualification requirements must be listed below on the following page and included with bid proposal. The following information must have been satisfactorily completed for the persons, firm or authority indicated, and to whom reference is made. If the bidder is a franchisor, it must provide actual franchisee (operators) information as to who will be performing the work, type of work performed, and direct work references. The City reserves the right to contact any of the references provided. If the City determines the feedback to be negative or contrary to what has been presented by the bidder herein, the City at its sole discretion has the right to reject the bidder. Failure to provide this information on any portion of the bid proposal as provided will result in disqualification of its bid.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

STATEMENT OF EXPERIENCE QUALIFICATIONS

- Must have successfully provided service (cleaning) for a minimum of 160,000 square foot of office space per year for the last five years.

<u>Years</u>	<u>Type of Work</u>	<u>Location</u>	<u>For Whom Performed</u>
<u>2</u>	<u>Janitorial</u>	<u>West Sacramento</u>	<u>City of West Sacramento</u>
<u>3</u>	<u>Janitorial</u>	<u>Solano County</u>	<u>Superior Court of Solano County</u>
<u>1</u>	<u>Janitorial</u>	<u>San Mateo County</u>	<u>County of San Mateo</u>
<u>4</u>	<u>Janitorial</u>	<u>Vacaville</u>	<u>City of Vacaville</u>
<u>3</u>	<u>Janitorial</u>	<u>Salinas</u>	<u>City of Salinas</u>

- Must have successfully worked with three different public agencies during the last five years.

<u>Year</u>	<u>Agency</u>	<u>Location</u>	<u>For Whom Performed</u>
<u>5</u>	<u>City of San Pablo</u>	<u>San Pablo</u>	<u>Daniel Gomez</u>
<u>4</u>	<u>City of Albany</u>	<u>Albany</u>	<u>Razu Engen</u>
<u>4</u>	<u>SF Sheriff's & County Jail</u>	<u>San Francisco</u>	<u>John Ramirez</u>

- Must have an annual contract in good standing condition with a public agency during the past 12 months to service (clean) a minimum of 80,000 square foot of office space during the past 12 months.

<u>Year</u>	<u>Agency</u>	<u>Square Footage</u>	<u>For Whom Performed</u>
<u>4</u>	<u>SFMTA</u>	<u>80,000</u>	<u>Erwin Tjon</u>
<u>1</u>	<u>Superior Court of Stanislaus County</u>	<u>120,000</u>	<u>Brandi Christensen</u>

- Provided a copy of your company training manual on cleaning services and procedures for janitorial staff.

Please reference our proposal

NAME OF BIDDER: Karla's Janitorial & Suppliers, LLC.

Signature: *Sheyla Garcia*

CITY OF BURLINGAME
Request for Bids – Janitorial Services

NON-COLLUSION DECLARATION

(PUBLIC CONTRACT CODE SECTION 7106)

JANITORIAL SERVICES

I, Sheyla Garcia declare under penalty of perjury that I am Account Manager (sole owner, partner, president, etc.) of Karla's Janitorial & Suppliers, LLC (company name), the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at San Francisco, CA. (City, State)

Dated: September 6, 2022

NAME OF BIDDER: Karla's Janitorial & Suppliers, LLC.

Signature: *Sheyla Garcia*

CITY OF BURLINGAME
Request for Bids – Janitorial Services

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has_____, has not ✓ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

[NOTE: THE BIDDER MUST PLACE A CHECK MARK AFTER "HAS" OR "HAS NOT" IN ONE OF THE BLANK SPACES PROVIDED.]

The above Statement is part of the Bid. Bidders are warned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at _____ San Francisco, CA _____.

(City, State)

Dated: September 6, 2022

NAME OF BIDDER: Karla's Janitorial & Suppliers, LLC.

Signature: *Sheyla Garcia*

CITY OF BURLINGAME
Request for Bids – Janitorial Services

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

No ✓ Yes _____

If the answer is yes, explain the circumstances in the following space:

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at San Francisco, CA.

(City, State)

Dated: September 6, 2022

NAME OF BIDDER: Karla's Janitorial & Suppliers, LLC.

Signature: *Sheyla Garcia*

CITY OF BURLINGAME
Request for Bids – Janitorial Services

CERTIFICATE OF NONDISCRIMINATION

On behalf of the bidder making this bid, the undersigned certifies that there will be no discrimination in employment with regards to marital status, sexual orientation, ancestry, medical condition, race, color, religion, sex, disability, or national origin; that all federal, state, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

Karla's Janitorial & Suppliers, LLC.
BIDDER

Sheyla Garcia
By:

Sheyla Garcia, Account Manager
(Name and title of person making certification)

September 6, 2022
Date

CITY OF BURLINGAME
Request for Bids – Janitorial Services

CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE

Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Burlingame and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City of Burlingame for the construction, repair, or improvement of public works.

Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

In performing the work of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.
The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City of Burlingame setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

3. The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City of Burlingame advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will permit access to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data and records by the City of Burlingame, the Fair Employment Practices Commission, or any other appropriate Agency of the State designated by the City of Burlingame for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.
5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City of Burlingame as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "non-responsible".

The City of Burlingame shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City of Burlingame shall notify the Contractor that unless he or she demonstrates to the satisfaction of the City of Burlingame within a stated period that the violation has been corrected, he or she shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he or she has implemented remedial measures, satisfactory to the City of Burlingame, to eliminate the discriminatory employment practices with constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City of Burlingame contract, the City of Burlingame Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law of the terms of this contract, the Contractor agrees that, should the Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the

CITY OF BURLINGAME
Request for Bids – Janitorial Services

City of Burlingame may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City of Burlingame, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such monies shall be removed from the Contractor. The City of Burlingame may deduct any such penalties from any monies due the Contractor from the City of Burlingame.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

CERTIFICATION OF PAYMENT OF PREVAILING WAGE SCALE

On behalf of the bidder, the undersigned certifies that the Prevailing Wage Scale, as determined by the Director of Industrial Relations of the State of California, as hereafter modified by the Department of Industrial Relations, will be the minimum paid to all janitors/cleaners working under the contract to be awarded under this bid process.

Pursuant to section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. A copy of the correct determination will be posted at the job site. It is understood that it is the responsibility of the bidder to determine the correct scale. The undersigned understands that weekly certified payrolls must be submitted for verification.

Karla's Janitorial & Suppliers, LLC.

BIDDER

Sheyla Garcia

By:

Sheyla Garcia, Account Manager

(Name and title of person making certification)

September 6, 2022

Date

Questions shall be addressed to: Department of Labor Relations
Division of Labor Statistics and Research
Prevailing Wage Unit
45 Fremont Street, Suite 1160
P. O. Box 420603
San Francisco, CA 94142-0603

CITY OF BURLINGAME
Request for Bids – Janitorial Services

CERTIFICATION OF REQUIREMENT TO PAY WORKER'S COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Karla's Janitorial & Suppliers, LLC.

BIDDER

Sheyla Garcia

By:

Sheyla Garcia, Account Manager

(Name and title of person making certification)

September 6, 2022

Date

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Karla's Janitorial & Suppliers, LLC as Principal,
and United Surety Insurance Company as
Surety, are held and firmly bound unto the City of Burlingame, a municipal corporation of the
State of California (hereinafter called "City") in the penal sum of ten percent (10%) of the total
aggregate amount of the bid of the Principal above named, submitted by said Principal to the
City for the work described below, for the payment of which sum in lawful money of the United
States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents. In no case shall the liability of the
Surety hereunder exceed the sum of
10% of the Total Bid Amount (\$ -10%-) Dollars.

The condition of this obligation is such that a bid to the City for certain janitorial services
specifically described as follows, for which bids are to be opened on Tuesday, September 20,
2022, at 2:30 P.M., has been submitted by Principal to City:

Janitorial Services to the City of Burlingame, California

NOW THEREFORE, if the Principal is awarded the Contract and within the time and manner
required under the Specifications, after the prescribed forms are presented to the Principal for
signature, enters into a written contract, in the prescribed form, in accordance with the bid, and
a bond with the City to guarantee payment for labor and materials as provided by law as well as
files insurance certificates and equal employment opportunity documentation required under
the bid, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon said bond by City, and judgment is recovered, the Surety shall
pay all costs incurred by City in such suit, including a reasonable attorney's fee to be fixed by the
Court.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 20th day of September, 2022.

Karla's Janitorial & Suppliers, LLC (Seal)

Sheyla Garcia (Seal)

Sheyla Garcia, Account Manager (Seal)

United Surety Insurance Company (Seal)

Kelly Specht (Seal)

Kelly A. Specht, Attorney-in-Fact

233 Needham St., Suite 440, Newton, MA 02464

NOTE: Attach notary acknowledgement for signatures of those executing for Principal and Surety.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BOND FOR SECURITY OF LABORERS AND MATERIAL PERSONS

WHEREAS, the City Council of the City of Burlingame, State of California, and Karla's Janitorial & Suppliers, LLC. (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated September 20, 2022, and identified as _____, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Burlingame to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety, are held firmly bound unto the City of Burlingame and all Contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of 10% of the Total Bid Amount dollars (\$-10%), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____ September 20, 2022.

PRINCIPAL

SURETY

By: Karla's Janitorial & Suppliers, LLC.

By: United Surety Insurance Company

1485 Bayshore Blvd. M.B.205 San Francisco, CA 94124
Address

NOTE: Attach notary acknowledgement for signatures of those executing for Principal and Surety

CITY OF BURLINGAME
Request for Bids – Janitorial Services

AGREEMENT FOR CITY JANITORIAL SERVICES

THIS AGREEMENT (“Agreement”), made and entered into by and between the CITY OF BURLINGAME, a municipal corporation, hereinafter called "City", and _____, hereafter called "Contractor," collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the City Council authorized and the Department of Public Works issued an invitation for bids for the JANITORIAL SERVICES (“City Project”).

WHEREAS, on September 20, 2022, all bids received were opened in public, in the Office of the City Clerk at 501 Primrose Road, Burlingame, California; and

WHEREAS, the bid from Contractor was determined to be the lowest responsive and responsible bid for the City Project in the amount of _____; and

WHEREAS, City and Contractor desire to enter into this Agreement for the services described in the Bid and Notice to Contractors.

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. Scope of work.

Contractor shall perform the work as described in the Bid and Notice to Contractors. Contractor’s executed Scope of Work is attached hereto as Exhibit A and incorporated by reference.

2. The Contract Documents.

The complete contract consists of the following documents: this Agreement, Bid and Notice to Contractors, the Bid Summary Sheet, the accepted bid, and are hereinafter referred to as the Contract Documents. All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents. All of the above described documents are intended to cooperate so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

3. Contract Price.

The City shall pay, and the Contractor shall accept, in full, payment not to exceed the sum of (Dollar amount) (\$00.00). In the event work is performed or materials furnished in addition to those set forth in Contractor's Bid and the Specifications, such work and materials will be paid

CITY OF BURLINGAME
Request for Bids – Janitorial Services

for at the unit (section) prices therein contained. Said amount shall be paid in progress payments as provided in the Contract Documents.

4. Provisions Cumulative.

The provisions of this Agreement are cumulative and in addition to and not in limitation of any other rights or remedies available to the City.

5. Notices.

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices required to be given to the City shall be addressed as follows:

Facilities and Fleet Division Manager
City of Burlingame
Public Works Department
1361 N. Carolan Avenue
Burlingame, California 94010
(650) 558-7670

Notices required to be given to Contractor shall be addressed as follows:

Contractor Name
Contractor Address
Contractor Phone/Email address

6. Interpretation.

As used herein, any gender includes the other gender and the singular includes the plural and vice versa.

7. Termination

The City reserves the right to terminate this Agreement for failure of the Contractor to perform the work according to the Bid Specifications.

8. Insurance

Contractor, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof, acceptable to the City, the insurance coverages specified in Exhibit B, "City Insurance Requirements," attached hereto and incorporated herein by reference. Contractor shall demonstrate proof of required insurance coverage prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance and original endorsements to City. The City shall be named as a primary insured.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

9. Indemnification

The Contractor shall indemnify, defend, and hold City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the Services, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. This indemnification and hold harmless clause shall survive the termination of this Agreement.

10. Compliance with All Laws

In the performance of this Agreement, Contractor shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of the City. Contractor warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license or registration of any kind is required of Contractor, its employees, agents, or subcontractors by law, Contractor warrants that such license has been obtained, is valid and in good standing, and Contractor shall keep it in effect at all times during the term of this Agreement, and that any applicable bond shall be posted in accordance with all applicable laws and regulations.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

IN WITNESS WHEREOF, Contractor and City execute this Agreement.

CITY OF BURLINGAME
501 Primrose Road
Burlingame, CA 94010

CONTRACTOR

By: _____
Lisa K. Goldman
City Manager

By: _____
Name
Title

Date: _____

Date: _____

Attest: _____
Meaghan Hassel-Shearer
City Clerk

Federal Employer ID Number: _____
License Number: _____
Expiration Date: _____

Approved as to form:

Michael Guina
City Attorney

Attachments:
Exhibit A Scope of Services

CITY OF BURLINGAME
Request for Bids – Janitorial Services

1.0 GENERAL PROVISIONS

1.1 RESTRICTED PERSONNEL:

No visitors, guests, pets, or companions other than bonded personnel will be permitted inside any City facility any time the facility is not open to the public at large, nor may such persons enter the areas not open to the public at large at any time.

1.2 "NO SMOKING" POLICY:

The City of Burlingame has established a "No Smoking" policy stating that smoking shall not be permitted inside any City building or facility. Janitors and supervisors must comply with this ordinance.

1.3 MEDIATION:

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by the American Arbitration Association, the Peninsula Conflict Resolution Center, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

1.4 NONDISCRIMINATION POLICY:

It is the policy of the City of Burlingame that all qualified persons are to be afforded equal opportunities of employment on any contract entered into with the City.

1.5 BIDDER:

In order to promote the policy declared above, the contract will be awarded only to such bidders as are determined to meet the required service. The bidder who offers to perform the work involved according to the Contract Documents for the least amount of money; provided the bidder has the ability, capacity and, when necessary, the required State or other license.

1.6 NOTICE TO SOURCES OF EMPLOYEE REFERRALS:

The successful bidder and each subcontractor will send to the State of California Employment Development Department and to each labor union, employment agency, and representative of workers with which he has a collective bargaining agreement or other contract or understanding and from which he expects employee referrals, a notice, as provided by the City, with a copy to the City, advising of the commitments under these specifications.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

1.7 POSTING NOTICE OF NONDISCRIMINATION IN EMPLOYMENT:

Each successful bidder shall post on the job site and in the field office or offices maintained by him, the notice provided by the City regarding Nondiscrimination in Employment.

1.8 INSURANCE:

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form GC 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
- (3) Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(b) Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- (1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

CITY OF BURLINGAME
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- (3) Workers' Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(c) Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(d) Other Insurance Provision

The policies are to contain, or be endorsed to contain the following provision:

(1) General Liability and Automobile Liability Coverages

- (A) The City of Burlingame, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Burlingame, its officers, officials, employees, or volunteers. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors.
- (B) The Contractor's insurance coverage shall be primary insurance as respects the City of Burlingame, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Burlingame, its officers, officials, employees, or volunteers shall be excess of the Contractor's Insurance and shall not contribute with it.
- (C) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Burlingame, its officers, officials, employees, or volunteers.

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- (D) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Burlingame, its officers, officials, employees, or volunteers for losses arising from work performed by the Contractor for the City of Burlingame.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt required, has been given to the City of Burlingame.

(e) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and be authorized to conduct business with regard to the proffered lines of insurance in the State of California.

(f) Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(g) Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

1.9 HOLD HARMLESS AND INDEMNITY PROVISION:

To the fullest extent permitted by law, the Contractor shall save, keep and hold harmless indemnify and defend the City its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity, including but not limited to attorneys' fees, that may at any time arise, result from, related to, or be set up

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because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by the work performed by the Contractor, or by any of the Contractor's officers, employees, or agents or any subcontractor, under this Agreement, or by the presence or activities conducted at the site of the work to be performed under this Agreement of the Contractor or any of the Contractor's officers, employees, or agents or any subcontractor. The duty to defend under this paragraph is wholly independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor. The duty to defend arises immediately upon presentation of a claim by any party and written notice of the claim being provided to the Contractor. This paragraph shall not apply if the damage or injury is proximately caused by the sole negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

1.10 ATTORNEY FEES:

Attorney fees in amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$5,000, shall be recoverable as costs (that is, by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this contract. The above \$5,000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals or actions. It is the intent that neither party to this contract shall have to pay the other more than \$5,000 for attorney fees arising out of an action, or actions, to enforce the provisions of this contract. The parties expect and hope there will be no litigation and that any differences will be resolved amicably.

1.11 COST ADJUSTMENT:

The City of Burlingame reserves the right to either increase or decrease the scope of work of the contract depending on the budget availability by no more or less than 25%.

1.12 PENALTIES:

Contractor shall incur a flat rate penalty fee of \$100.00 to be deducted from subsequent contract monthly billing for any and each of the following incidents:

- a. Failure to perform contract, neglect, or oversight.
- b. Delay of more than two working days in completing services per City approved work schedule. Flat rate fee will accrue for every day beyond the five working day grace period.

Facilities Division Manager shall be the sole judge of any performance discrepancies and resulting penalties.

1.13 TERMINATION:

Without cause, the City of Burlingame may terminate this contract at any time with thirty (30) days written notice to the Contractor. With cause, the City of Burlingame may

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terminate this contract at any time with ten (10) days written notice to the Contractor for significant failure to perform or other material breach of contract. This would include, without being limited to: (a) omission of any daily task (as outlined in Section 2.18 Schedule of Work to be Performed) any successive days or 5 days a month or unsatisfactory performance over a 30-day period of time; (b) omission of any weekly task twice in succession or unsatisfactory performance over a 30-day period of time; (c) omission of any monthly task twice or unsatisfactory performance after being notified; (d) disregarding repeated requests from staff for corrections in performance of work; and (e) violation of restricted personnel provisions in Section 1.1 on two occasions.

The "Fidelity Bond" shall be for \$100,000 to cover the bidder's employees against loss due to dishonesty, disappearance, or destruction.

Before execution of the contract by the City, the Contractor shall file with the agency a surety bond satisfactory to the City for the purpose noted herein. The bond shall be duly executed by a responsible corporate Surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. The Contractor shall pay all bond premiums, costs, and incidentals.

The bond shall be signed by both the Contractor and Surety and the signature of the authorized agent of the Surety shall be notarized.

1.14 COST ADJUSTMENT:

Unless otherwise authorized in writing by the City, Contractor shall comply with Labor Code Sections 1774 and 1775. The current schedule of prevailing wage rates supplied by the State Department of Industrial Relations can be found at www.dir.ca.gov/OPRL/PWD/index.htm or by writing to the Department of Labor Relations (see page 24 for address). The City shall not supply copies of this schedule for posting on the job site unless specifically requested to do so by the Contractor. If the Contractor intends to use a craft or classification not shown on the general prevailing wage determinations, it may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations effective at the time of the purchase order. If the Contractor intends to use a craft or classification not shown, it shall notify the City at least five (5) working days before the execution of the purchase order. It is the Contractor's obligation to ensure that prevailing wages are paid on this project in conformance with State law and regulations.

1.15 CALIFORNIA LABOR CODE - SECTION 1060-1065: CHAPTER 4.5. DISPLACED JANITOR OPPORTUNITY ACT:

The Displaced Janitor Opportunity Act requires janitorial contractors and subcontractors that secure a new building service contract to continue employing the janitors of the former contractor or subcontractor for a 60-day transition employment period. At the end of the 60-day transition employment period, the new contractor is required to provide a written evaluation of each janitor's job performance and to continue employing

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janitors whose performance has been satisfactory. The law applies to janitorial companies with at least 25 janitors.

END OF GENERAL PROVISIONS

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2.0 SPECIAL PROVISIONS

2.1 EXAMINATION OF THE SITES:

The bidder shall examine carefully the site of the work contemplated and the bid and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantity of materials to be furnished and as to the requirements of the Contract Documents.

The bidder represents that he or she is fully qualified to perform this examination and review.

If the bidder determines that any portion of the site or the Contract Documents present any interpretation problems of any kind, the bidder shall note such a determination upon this bid form. Failure to note any such determination shall be conclusive evidence of acceptance by the bidder of the sufficiency of the Contract Documents.

2.2 WORK SCHEDULES:

Janitorial work is generally to be performed during "off hours" to minimize interference with normal building use. The Janitorial Contractor will provide twenty-four (24) hour emergency response service seven days a week. Contractor shall respond to the work site within 2 hours of emergency request notification.

2.3 CONTRACT SUPERVISION:

A Contractor Supervisor will inspect the contract work at least once per week and determine if quality of standards are being met. This supervisor is to be designated by the Contractor to work closely with facility managers at each building. The Facilities Division Manager will provide a list of such managers to the Contractor. The company supervisor is to inspect the work not less than once a week at a designated time and communicate with each facility manager not less than every two weeks. All supervisory personnel shall have the ability to communicate effectively in the English language.

2.4 STAFFING:

Contractor shall guarantee that all employees shall be satisfactory to City facility management.

2.5 CONFERENCE PRIOR TO START OF WORK:

After the contract is awarded, the Janitorial Contractor, or his designated representative and his employees who will be doing the janitorial work, shall attend the Conference for the purpose of reviewing the specifications.

2.6 QUALIFICATIONS OF EMPLOYEES:

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The City of Burlingame may require removal from janitorial work or supervision, those Contractor employees, which it deems incompetent, careless or otherwise objectionable to the public interest. The Contractor shall provide at the commencement of the contract a complete list of all employees assigned to perform the contract work. All of the Contractor's employees will be required to wear a company uniform, identifying Contractor and employee, and shall carry proper visible identification on their person at all times. Contractor will provide names of employees who will be working at City sites. Contractor shall notify the facility manager at each service location or his/her representative immediately in writing of all changes in contract personnel by submitting name and address of employee and effective date of employment or termination. Upon written notice by a City employee that the conduct of any Contractor's personnel is detrimental to the best interests of the public or City, Contractor shall take appropriate action and furnish evidence satisfactory to a City employee of the timely correction of such deficiency. When in the opinion of the City, an employee constitutes a security risk, his/her employment on the contract will be denied.

The Contractor shall assign only employees with cleared Live Scan background results to perform daily janitorial work or supervision at all City facilities. Contractor must use City issued Live Scan forms.

2.7 SUPPLIES & EQUIPMENT:

The Contractor shall furnish and keep in good working order all necessary tools and equipment such as, but not limited to cleaners, mops, brooms, buffers, ladders, hoses, vacuums, etc., and the City may purchase supplies such as, but not limited to, paper and sanitary supplies, liquid hand soap; hair & body shampoo; urinal screens, waste can liners, and batteries from the Contractor. All supplies and/or equipment used by the Contractor must be approved by the Public Works Facilities Division Manager, or his designee. The City may request a change of products to obtain a more satisfactory appearance, odor, or other improvement. Any non-complying equipment or supplies shall be changed out at the request of the Supervisor or his designee. Contractor shall fill all restroom dispensers daily.

Janitorial closets areas shall be kept clean and free of debris and odor at all times. All supplies and equipment shall be sorted in a neat and orderly manner and in such a way as to prevent injury to City or Contractor's employees. An equipment inventory is to be kept with the Contractor's on-site supervisor. All products used by the Contractor shall meet all EPA and Cal OSHA standards. The City will not be held liable for Contractor's failure to comply with these requirements. All products/chemicals will have proper identifying labels affixed to them as well as secondary containers (i.e., spray bottles). Any chemical used in the performance of the contract work shall have the appropriate Material Safety Data Sheet in a labeled safety finder in each area/closet in which they are stored.

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If the City purchases janitorial supplies from the Contractor, the Contractor shall supply to the City an itemized expenditure report for the actual monthly costs for supplies used for each facility. Contractor and City shall meet two (2) times annually to review such supply cost. Should the actual cost vary significantly from the City's estimated monthly cost, the contract administrator shall negotiate to make equitable adjustments in such situations.

2.8 STORAGE:

All supplies and equipment will be stored at site by the Contractor in a neat and orderly manner in locked janitorial closets which are to be kept as clean as any other portion of the building for City work only. All cleaning agents shall be clearly labeled. Any hazardous material stored at City sites must be approved in writing by the Facilities Division Manager.

2.9 COMMUNICATIONS:

The Contractor shall provide a telephone number for urgent/emergency requests and an email address to communicate non-urgent requests. Contractor shall respond within 15 minutes by phone for urgent/emergency requests.

2.10 SUPERVISION:

The Contractor will assign a supervisor to provide a minimum of three (3) site visits per week during all scheduled cleaning hours. This janitorial supervisor will be required to speak, read and understand English. A weekly janitorial supervisor's report shall be emailed to the City's Facilities Division Manager or his designee noting any building deficiencies needing correction.

Site supervisor shall carry a cell phone or pager by which the City staff will be able to communicate with him/her.

The Contractor shall provide a list of all employees assigned to each work site. The list shall include name, site and the employee's work schedule.

2.11 INSPECTION OF PREMISES:

The Contractor shall inform each employee that the employee shall be required to sign a "Verification of Services Performed Log" each day after work is completed and record the start and end time of their work each day. This log will be located at each service location. The supervisor shall inspect and rate the level of service performed during his or her site visits. The log shall be posted at all times. The Contractor shall provide and install a time clock for the janitors to use if the City deems necessary.

2.12 CLEANING QUALITY REQUIREMENTS:

Services performed under this contract shall meet Section 2.18. First quality cleaning and provision of restroom supplies will be required. Careless performance of the contract work will not be tolerated. Unsatisfactory work will be called to the attention of the

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Contractor and shall be required to correct the work deficiencies within four (4) hours and improve the overall work results to the satisfaction of the facility manager or his/her representative. Contractor shall respond to the work site within (1) hour should unsatisfactory work cause an unsafe condition as determined by the City. Failure by the Contractor to comply with such requests will result in a penalty of \$100 per occurrence and cost charged by others to perform the corrective work and may result in termination of the contract. Notification of unsatisfactory work shall be deemed given as soon as the City leaves telephone or fax message notifying Contractor of unsatisfactory work. Contractor shall provide telephone and fax numbers for this purpose.

- 2.13 **SECURITY:** All areas shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the Contractor will be furnished by the City to designated Contractor employees on a custody receipt and shall be returned to the City on demand. Any loss of keys must be reported to the City representative immediately. Building keys are to be made only by the City. A lost or stolen building key will jeopardize the security of that particular City facility and the Contractor shall be completely responsible for all cost incurred by the City in re-keying the lock system. Contractor is advised that this process could be very costly.

Security systems (where installed) shall be properly disarmed and armed each time after-hours access is made. All exiting doors are to remain locked while the Contractor is in the space, except for designated doors to remain open for meetings. Do not block open occupant or exterior doors for any reason. Close and lock any exterior windows. Contractor will be charged for false alarms due to buildings left unsecured.

- 2.14 **CLEANING SCHEDULES:**
 The successful Contractor will be required to furnish to each facility manager (or his/her representative) a yearly work schedule(s). Please refer to the "Schedule of Work to be Performed" and "Special Building Provisions" on pages 43-60.

- 2.15 **CLEANING HOURS AND HOLIDAYS:**

Cleaning Hours:

1. **City Hall** is to be provided (5) days per week; Monday to Friday between the hours of 6 P.M. to 6 A.M.
2. **Main Library** is to be provided (7) days per week between the hours of 10 P.M. to 6 A.M.
3. **Easton Library** is to be provided (3) days per week; Monday, Wednesday and Friday between the hours of 10 P.M. to 6 A.M.
4. **Public Works Corp Yard** is to be provided (5) days per week; Monday to Friday between the hours of 6 P.M. to 6 A.M.

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- 5. **Police Station** is to be provided (6) days per week; Monday to Friday between the hours of 6 P.M. to 6 A.M., and Sunday between the hours of 8 A.M. to 8 P.M.
- 6. **Village Park Preschool** is to be provided (5) days per week; Monday to Friday between the hours of 4 P.M. to 6 A.M.
- 7. **Parks Corp Yard** is to be provided (2) days per week; Monday and Thursday between the hours of 6 P.M. to 6 A.M.
- 8. **Depot** is to be provided (3) days per week; Monday, Wednesday, Friday between the hours of 6 P.M. to 6 A.M.
- 9. **Community Center** is to be provided six (6) days per week, Monday to Saturday between the hours of 12 A.M. to 6 A.M.

The Contractor shall make aware of current meeting schedules, holidays, and other work routines within the facility and conduct his work in such a manner as to cause no interference with the execution of City business.

Holidays:

There are eleven (11) City holidays on which the Contractor may need to provide service to City facilities, upon request from the Facilities Division Manager. Contractor shall list an hourly rate per person for holiday work, if required. Public Works Corp Yard observes one additional holiday, Admissions Day (usually on September 9).

HOLIDAYS		
New Year’s Day	Martin Luther King, Jr’s Birthday	Presidents Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day	Admissions Day (PW Corp Yard & Parks Yard only)

2.16 **RECYCLABLE MATERIALS:**

The Contractor will be required to collect recyclable materials separated by staff. The Contractor shall keep recyclable materials separated and consolidate those materials into the appropriate containers for that facility. The recycled materials that will be collected and handled separately will include mixed paper, cardboard, recyclable cans and bottles, and other materials as designated by the City. There shall be no cross contamination of separated recyclable materials by the Contractor nor shall these recyclable materials be discarded as trash.

Cardboard boxes will be broken down by the Contractor when left in designated areas and will be handled and consolidated as mixed paper.

The Contractor understands that there may be changes, additions or even reductions to the number of categories or handling of recyclable materials, due to the availability of new recycling or more consolidated recycling opportunities.

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The following recycling issues will be reported to the appropriate City staff person by the contract supervisor:

Contamination: Recycling bins that are consistently contaminated with garbage or inappropriate materials for that container.

Recyclables in Garbage: Garbage cans that are consistently rich in recyclable paper, bottles, cans, or cardboard.

Disrepair: Disrepair of recycling bins affecting the proper handling of recyclables.

Insufficient Capacity: Recycling bins that are consistently overflowing or unable to handle the load of materials.

Non-Participation: Evidence that common recycling practices are being ignored in specific areas or by specific employees.

2.17 DEFINITIONS:

Prestige service requires regularly scheduled cleaning of surfaces regardless of whether dirt is visible. Examples include daily cleaning of counters and regular vacuuming of carpeted areas.

Basic service entails the cleaning of visible dirt from surfaces.

Floor Coverings: Floor coverings vary in each building. They may include, but not be limited to: carpet, vinyl, terrazzo, ceramic tile, concrete, and wood floor coverings. The Contractor shall be responsible for performing the prescribed and appropriate cleaning method for each type of floor covering. A double mop system shall be used. Restroom mops shall be different from all other areas.

Carpeted Floors and Floor Mats: Vacuum carpets with an industrial-grade vacuum. Vacuum the entire carpeted area, including under chairs, tables, around furniture legs and other easily moved items. Return moved items to their original position. Pick up staples and other hard to remove items by hand if necessary. Vacuum hard to reach areas such as behind desks and furniture as needed. The carpet shall be free of visible dirt, litter, and soil.

Inspect carpet for spots and remove immediately. Remove spots with an appropriate industrial-grade spot-removing solution using the manufacturer's recommended techniques. Carpet spots are dirty spots on the carpet that are less than one (1) square foot in size. Report any tears, burns, or unraveling to the Facilities Division Manager.

Clean and extract all carpets as specified in contract with approved equipment and materials. Follow manufacturer's recommendations for proper cleaning procedures. Provide 48 hours' notice to City representative prior to performing this service at each location. City approval of work schedule must be received before proceeding.

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2.18 SCHEDULE OF WORK TO BE PERFORMED:

The following services shall be performed in all buildings. All equipment and materials shall be used per manufacturer's directions for each application. See the "Building Provisions" listed under each building for additional specifications which are specific to each site and may include or vary from these services. *(Continued on next page)*

2.19 DAY PORTER:

The City is requesting a Day Porter for 8 hours a day starting at 8:00 A.M. to 5:00 P.M., Monday to Friday. Day Porter will be required to go from building to building as needed.

Day porter is responsible for making sure the facilities look neat and presentable to the public. They help uphold the image of a facility by performing basic maintenance tasks including but not limited to:

- Prepare conference rooms before and after important meetings.
- Clean all common room areas including the kitchen, cafeteria, lobby, break room elevators, and stairwell.
- When applicable, place safety hazard signs in the building including wet floor warning signs.
- Monitor, clean, and service restrooms.
- Respond to any major spills or other cleaning crises.
- Remove litter and rubbish from main common rooms.

Estimated Time at Each Building:

- 1.5 hours – Donnelly Parking Garage 8:00 A.M. - 9:30 A.M.
- 1.5 hours – Highland Parking Garage 9:30 A.M. – 11:00 A.M.
- 2 hours – Combined for City Hall, Public Works Corp Yard and Police Station. 11 A.M. to 2 P.M.
- 3 hours – Main Library 2:00 P.M. – 5 P.M.

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2.18 SCHEDULE OF WORK TO BE PERFORMED (continued)

General Guidelines	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Keep all doors locked while cleaning	x				
Lock all doors and leave only designated lights on (when exiting)	x				
Keep custodial closets neat and orderly	x				
Gather trash and recycling and place in specific dumpsters	x				
Keep receptacles clean and replace soiled liners	x				
Clean lobby door glass (inside and out)	x				
Clean all lobby entryway and exterior mats	x				
Clean and sanitize receptionist countertops and work areas	x				
Wipe down and sanitize drinking fountains	x				
Clean stairwells	x				
Clean and sanitize high touch points on doors	x				
Clean, dust, and align furniture	x				
Report any occurrence that may be out of the ordinary	x				
Spot clean high traffic area carpets	x				
Wipe and sanitize handrails	x				
Vacuum lobby carpet	x				
Clean and polish door kick plates and thresholds		x			
Dust all cleared work surfaces and low partition walls		x			
Remove cobwebs		x			
High dust all cleared horizontal surfaces			x		
Detail dust window ledges, blinds, picture frames, & moldings			x		
Clean window ledges and partitions			x		
Clean and dust all overhead HVAC vents				x	
Vacuum lobby upholstered furniture				x	

Dly = Daily
Wkly = Weekly
Mthly = Monthly
Qrtly = Quarterly
Yrly = Yearly

Continued on next page.

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2.18 SCHEDULE OF WORK TO BE PERFORMED (continued)

Restrooms/ Showers/Holding Cells (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean and sanitize all dispensers and receptacles	x				
Empty, clean, and disinfect sanitary napkin receptacles	x				
Fill all dispensers	x				
Clean and sanitize all fixtures, toilets and urinals	x				
Clean mirrors	x				
Clean and sanitize all partitions doors, partitions and vanity surfaces		x			
Clean and sanitize all floor and mats	x				
Clean and disinfect showers	x				
Clean and disinfect walls		x			
Clean walls and exterior of lockers			x		
Machine scrub all shower and restroom floors			x		
Detail clean grout lines in shower walls				x	

Kitchens/Break Rooms/Classrooms (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean and sanitize countertops, sinks, tables, microwaves, cook tops, cabinet handles, refrigerator handles	x				
Clean cabinet doors and replenish supplies	x				
Wipe down interior of refrigerator					2x

Dly = Daily
Wkly = Weekly
Mthly = Monthly
Qrtly = Quarterly
Yrly = Yearly

** Prestige service requires regularly scheduled cleaning of surfaces regardless of whether dirt is visible. Examples include daily cleaning of counters and regular vacuuming of carpeted areas. See Section 2.17 for additional information.

Continued on next page.

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2.18 SCHEDULE OF WORK TO BE PERFORMED (continued)

Hard Floor Care	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Sweep, dust mop and/or damp mop all hard floor surfaces	x				
Sweep, damp mop, & disinfect all restroom and shower floors	x				
Hardwood floors – Sweep and damp mop	x				
Machine scrub all tile floors					x
Strip and wax VCT areas					2x

Carpet Floor Care	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Spot clean high traffic area carpets	x				
Vacuum all carpet		x			
Spot clean all other carpet			x		
Shampoo and extract carpets					x
Shampoo and extract carpets at Police Station break room, reports room, and Dispatch					2x

Utility Services	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Wash all interior perimeter glass					x
Wash all exterior perimeter glass					x

Dly = Daily
Wkly = Weekly
Mthly = Monthly
Qrtly = Quarterly
Yrly = Yearly

END OF SPECIAL PROVISIONS

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3.0 SPECIAL BUILDING PROVISIONS

These Special Building Provisions supplement the Special Provisions. All unit measures listed in all sections are estimates only.

3.1 CITY HALL, 501 Primrose Road

City Hall houses the administrative offices in a two-story structure. The facility includes a Council Chamber for public meetings and two smaller Conference Rooms (A and B).

- Gross area: 26,000 square feet (sq. ft.)
- Floor covering: Approx. 14,033 sq. ft. of carpet and 6,140 sq. ft. of hard surface.
- Space to be maintained: Approx. 20,209 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Entryways (3)	540	Aggregate Concrete	6 glass doors, 14 windows
Lobby	729	Carpet	
General Office Area			Private restroom in City Manager's office (sink & toilet)
First floor	4,860	Carpet	
Second floor	4,860	Carpet	
Meeting Rooms			
Council Chambers	2,430	Carpet	Restroom (1 sink & toilet)
Caucus Room	270	Carpet	6 tables; 25 chairs;
Conference Room A	384	Carpet	1 table; 8 chairs
Conference Room B	216	Carpet	
Restrooms			
First Floor (3)	332	Tile / Carpet	6 sinks, 5 toilets, 1 urinal
Wmn's Lounge Area	32	Carpet	Couch and tables
Second Floor	216	Tile	4 sinks, 4 toilets, 2 urinals
Lunchroom / Breakroom	288	Vinyl	4 tables; 12 chairs Appliances: sink, refrigerator, microwave
Other Areas:			
Mail room	216	Carpet	
Stairs		Linoleum	30 Stairs, 8 landings
Elevator	36	Linoleum	
Garage	4,800	Concrete	Sweeping

City Hall continued on next page.

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CITY HALL, 501 Primrose Road (continued)

BUILDING PROVISIONS:

1. Council member parking signs need to be removed and stored at the proper locations on council meeting nights.
2. Security:
 - The exterior doors at the City Hall building will automatically lock at 5 P.M.
 - Turn lights on in working area only, and then turn off before leaving.
 - Keep all department main doors locked when area has been completed.

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3.2 MAIN LIBRARY, 480 PRIMROSE ROAD

The Main Library is a three-story structure consisting of administrative offices, an atrium, conference room, and meeting room.

- Gross area: 45,000 sq. ft.
- Floor covering: Approx. 28,000 sq. ft. of carpet and 4,679 sq. ft. of hard surface.
- Space to be maintained: Approx. 33,414 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Entryways (1)	3,212	Ceramic Tile	2 doors
1 st Floor (ML)			
Circulation Desk	210	Cork floor	
Reference	154	Cork floor	
Children's Admin.	91	Cork Floor	
Office Areas			
Lower level (LL) (2)	162	Carpet	
Main level (ML) (2)	570	Carpet	
Upper level (UL)	3,504	Carpet	Main Administration Floor
Meeting Rooms			
Lane Community	1,344	Carpet	
Board Room	448	Carpet	
Upper lever meeting	550	Carpet	
Study Rooms (3)		Carpet	Lower Level (2) Main Level (1)
Hallways	1,156	Carpet	
Restrooms (7)			
Lower Level (2)	324	Ceramic Tile	3 sinks, 4 toilets, 2 urinals
Main Level (3)	360	Ceramic Tile	5 sinks, 6 toilets, 2 urinals
Upper Level (2)	128	Ceramic Tile	4 sinks, 4 toilets, 2 urinals
Stairways (3)			
Main Staircase		Ceramic Tile	
Back of House		Resilient Flooring	
Stairwells		Concrete	5 landings, 6 sets of stairs between landings
Staff Elevator	50	Carpet	
Public Elevator	50	Carpet	
Public Areas			Patrons daily
Lower level	7,662	Carpet	
Main level	9,926	Carpet	
Upper level	4,063	Carpet	
Windows (172)			Includes 12 Patio Doors
Wooden blinds (46)			Public Areas
Mini-Blinds (63)			Administration Areas

Main Library continued on next page.

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MAIN LIBRARY, 480 PRIMROSE ROAD (continued)

BUILDING PROVISIONS:

- Provide detailed step by step schedule of daily cleaning.
 - Keep all toilet seats down after cleaning.
 - Wipe and sanitize all public tables, study stations, and internet stations daily (desk and keyboards).
 - Services not required: (in house custodian will perform)
 - cleaning of kitchen/break room/administration offices
 - emptying garbage and recycling for offices & kitchen/break room
1. Dusting:
 - dusting of tops of book shelves and wooden blinds throughout facility including administration office areas shall be dusted once a month
 2. Storage of Equipment:
 - any and all equipment kept on property must be marked with company name and kept in designated room(s) in a clean working order
 4. Damp mop ceramic tile on all levels on a weekly basis. This may require more frequency in winter months/rainy weather.
 5. Elevators: wipe down all walls/panels.
 6. Check and clean the Lane Community Room as needed.
 7. Machine scrub all restroom floors monthly as indicated in the Section 2.18 Schedule of work to be performed.

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3.3 EASTON LIBRARY, 1800 Easton Drive

The Easton branch library is a one-story structure consisting of two restrooms, an administrative office and an open area with tables, computer terminals and bookshelves.

- Gross area: 2,500 sq. ft.
- Floor covering: Approx. 700 sq. ft. of carpet, 1,400 sq. ft. of hardwood, and 400 sq. ft. of ceramic tile.
- Space to be maintained: Approx. 2,500 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Entryway (1)	50	Carpet	2 glass doors
Main Room	1,100	Wood	
Children's	476	Carpet	
Lion's Den	100	Carpet	
Secret Garden	130	Colored Concrete	
Restrooms (2)	600	Tile	2 urinals, 2 toilets, 2 sinks
Office	120	Carpet	
Windows (14)			2 doors with lit panes

BUILDING PROVISIONS:

1. Clean all hard floors on nights of service.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

3.4 PUBLIC WORKS CORPORATION YARD, 1361 N. CAROLAN AVE.

The Public Works Corporation Yard houses the administrative offices of the Public Works Maintenance Division. The facility consists of two separate buildings: a two-story facility which houses the majority of administrative employees, and a single-story facility which houses the Auto Shop and Facilities Maintenance. The facility includes a locker area and lunchrooms.

- Gross area: 43,000 sq. ft.
- Floor covering: Approx. 4,378 sq. ft. of carpet and 6,376 sq. ft. of hard surface.
- Space to be maintained: Approx. 10,754 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Entryway (1)	204	Linoleum	2 glass doors / Building A
Office Areas			
Bld. A, First floor	200	Linoleum/VCT	
Bld. A, Second floor	2, 868	Carpet	
Bld. A, Second floor	1,580	Vinyl (VCT)	
Building B	462	Carpet	
Building B	454	Vinyl (VCT)	
Conference Rms.			
Large Conference	448	Carpet	Building A, Second floor 1 sink
Hallway	472	Linoleum	
Restrooms (4)			
Bld. A (2)	116	Ceramic Tile	2 sinks, 2 toilets, 2 urinals
Bld. B (2)	56	Ceramic Tile	2 sinks, 2 toilets, 1 shower
Staircase		Linoleum	
Training Room, Lunchroom, Kitchen	900	Linoleum / Carpet	Refrigerators, Microwave, Cooktop & Oven, sink, tables and chairs
Locker Rooms /Restroom			
Men's & Women's	1,400	Ceramic Tile	5 showers, 4 toilets, 3 urinals, 4 sinks
Fitness Room	550	Carpet	
Other Areas:			
Mud Room	120	Ceramic Tile	
Windows (102)			

Public Works Corporation Yard continued on next page.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

PUBLIC WORKS CORPORATION YARD, 1361 N. CAROLAN AVE. (continued)

BUILDING PROVISIONS:

1. Workshop areas are not included in scope.
2. Auto shop hand washing sink in shop area is included in scope.
3. Fitness Room:
 - Spot clean window and mirror glass (prints & smudges) (daily)
 - Fill all dispensers (daily)
 - Fully clean all mirrors (monthly)
 - Wipe down cardio fitness machines and mats (daily)

CITY OF BURLINGAME
Request for Bids – Janitorial Services

3.5 POLICE STATION, 1111 Trousdale Drive

The Police Station is a one-story structure consisting of administrative offices, conference rooms, a training room, and jail cells. The Police Station operates 7 days a week, 24 hours per day.

- Gross area: 23,500 sq. ft.
- Floor covering: Approx. 2,600 sq. ft. of ceramic tile, 5,600 sq. ft. of carpet, 300 sq. ft. of linoleum, and 7,000 sq. ft. of concrete.
- Space to be maintained: Approx. 16,000 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Entryway (1)	500	Ceramic Tile	2 doors
Admin./ Dispatch	800	Carpet	
Office Areas	4,000	Carpet	
Sleeping Quarters	800	Carpet	1 sink, 1 toilet, 1 shower
Hallways	800	Carpet	
Public Restrooms (2)	900	Ceramic Tile	2 toilets, 2 sinks, 1 urinal
Locker Rooms (2)	1,200	Ceramic Tile	5 sinks, 5 toilets, 4 showers, 2 urinals
Fitness Room / Weight Room	500	Rubber Mats	
Lunchroom	300	Linoleum	1 sink, microwave, refrigerator
Stairways (2)	200	Concrete	
Windows (38)			
Garage	6,000	Concrete	
Juvenile Holding Cell (2)	35	Linoleum	

BUILDING PROVISIONS:

1. Inspect and pick up debris in underground parking garage and outside parking lot every Sunday.
2. Clean & extract carpet in Dispatch, break room, and reports room semi-annually.
3. Clean front office and dispatch windows daily.
4. DO NOT EMPTY the paper recycling boxes as paper must be shredded by PD staff.
5. Dust behind computer monitors in Dispatch weekly.
6. Parking Garage:
 - Gather waste from all trash cans, place in specific dumpsters (daily)
7. Fitness Rooms:
 - Sweep, dust mop and/or damp mop all hard floor surfaces (daily)
 - Spot clean window and mirror glass (prints & smudges) (daily)
 - Fill all dispensers (daily)
 - Fully clean all mirrors (monthly)

CITY OF BURLINGAME
Request for Bids – Janitorial Services

3.6 VILLAGE PARK, 1535 CALIFORNIA DRIVE

Village Park is a preschool. It is a one-story building with two activity rooms and a kitchen.

- Gross area: Approx. 2,000 sq. ft.
- Floor covering: Approx. 300 sq. ft. of carpeting and 1,400 sq. ft. of hard surface.
- Space to be maintained: Approx. 1,700 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Entryways (1)	112	Linoleum	2 glass doors & windows
Activity Rooms (2)	1,350	Linoleum	Tables, Chairs, Counters with sinks
Kitchen	112	Linoleum	Refrigerator, stove with oven, microwave, counters, and sink
Restrooms (3)	136	Linoleum	3 sinks, 3 toilets
Windows (16)			Includes doors

BUILDING PROVISIONS:

- This facility is a preschool.
- Prestige service is required.
- Additional holidays that do not require cleaning:
 - Day before and after Thanksgiving
 - Winter break (usually last week of December and first week of January)
 - Week of President's Day
 - Spring Break week (in April)
 - One week in June (usually 2nd week)
- Must use environmentally safe chemicals (green seal certified).
- Wipe down and sanitize tables and countertops, and place chairs on tables (daily).
- Sweep and mop floors (daily).
- Replace tables and chairs to default positions.
- Clean refrigerator, oven, and microwave (monthly).
- Clean and sanitize all door handles and switches (daily).
- Remove cobwebs at all exterior doorways (weekly).
- Clean bathrooms and sinks (daily).
- Strip and wax linoleum (two times per year).
- Clean windows (interior and exterior) (two times per year).

CITY OF BURLINGAME
Request for Bids – Janitorial Services

3.7 PARKS CORPORATION YARD, 420 Carolan Ave

The Parks Corporation Yard houses the Parks Department's maintenance shop, lunch room, locker room and two restrooms, one with a shower.

- Gross area: N/A
- Floor covering and space to be maintained: Approx. 800 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Restroom (2)	200	Linoleum/ Epoxy floor	2 toilets, 2 sinks, 1 shower, 2 urinals
Locker rooms	100	Linoleum	
Kitchen/Break room	350	Linoleum	1 sink, 1 microwave, 1 cook top, 1 refrigerator
Windows (10)			
Office (2)	150	Linoleum	

BUILDING PROVISIONS:

1. Cleaning on Monday and Thursday nights only.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

3.8 DEPOT, 1080 Howard Avenue

The Depot is a one-story structure consisting of one restroom, an administrative office area, and kitchen area.

- Gross area: 470 sq. ft.
- Floor covering: Approx. 325 sq. ft. of carpet and 147 sq. ft. of ceramic tile.
- Space to be maintained: Approx. 470 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Kitchen Area (1)	63	Ceramic Tile	1 sink
Restroom (1)	54	Ceramic Tile	1 toilet, 1 sink
Office Area	325	Carpet	
Storage Area	30	Ceramic Tile	
Windows (16)	113	Glass	2 glass entryway doors

BUILDING PROVISIONS:

1. Clean all tile and carpet floors on nights of service.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

3.9 COMMUNITY CENTER, 850 BURLINGAME AVENUE

The Community Center is a recreational and social center for the City of Burlingame. It is a two-story building consisting of administrative offices and many activity rooms.

- Gross area: 63,000 sq. ft. (1st Floor ≈ 22,823, 2nd Floor ≈ 13,284, Garage ≈ 26,584)
- Floor covering: Approx. 36,100 sq. ft.
- Space to be maintained: Approx. 36,100 sq. ft. and is comprised of the following:

SURFACE TYPE		APPROX. SQUARE FEET	COMMENTS
C1/C2	Carpet Tile	6,588	
CS-1	Stained Concrete	12,041	
CO-1	Sealed Concrete	3,914	
W-2	Sprung Wood Floor	6,080	
E-1	Resinous Epoxy Flooring – Rough	656	
R- 1,2,3,4	Resilient Floor	4,320	
W-1	Engineered Wood Floor	1,134	
T-1	Porcelain Tile	1,150	
D-1	Pedestal Deck Pavers	251	

CITY OF BURLINGAME
Request for Bids – Janitorial Services

ACTIVITY ROOMS:

1st Floor: Approx. 22,823 sq. ft.

AREA		APPROX. TOTAL SQUARE FEET	COMMENTS	
100	Lobby	528	CS-1	Stained Concrete
101	Reception	293	C-1	Carpet Tiles
102	Police Sub Station	88	C-1	Carpet Tiles
110	Lobby Lounge	407	C-1	Carpet Tiles
120	Acorn Meeting Room	376	C-1	Carpet Tiles
130	Community Hall	3930	W-2	Sprung Wood Floor
131	Platform	374	W-2	Sprung Wood Floor
136	Commercial Kitchen	656	E-1	Resinous Epoxy Floor Rough
140	Teen Scene	794	R-2	Resilient Floor
150	STEAM	1195	R-3	Resilient Floor
160	Kids Town	879	R-4	Resilient Floor
170	Maker's Space	1613	CS-1	Stained Concrete
187	Magnolia Meeting Room	90	C-1	Carpet Tiles
192	Staff Breakroom	135	R-1	Resilient Floor
	Elevator	40	C-1	Carpet Tiles
180- 190 (-187)	Office Areas	1220	C-1	Carpet Tiles
	In Building Restrooms	8 Restrooms	T-1	Porcelain Tiles 10 Sinks

CITY OF BURLINGAME
Request for Bids – Janitorial Services

		1 Shower 13 Toilets 2 Urinals
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2nd Floor: Approx. 13,284 sq. ft

AREA		APPROX. TOTAL SQUARE FEET	COMMENTS	
200	Upstairs Lobby/Hallway	299	C-1	Carpet Tiles
202	Staff Office	105	C-1	Carpet Tiles
203	Staff Office	118	C-1	Carpet Tiles
212	Senior Lounge	1022	C-1	Carpet Tiles
220	Maple Meeting Room	1509	C-2	Carpet Tiles
230	Music Arts	432	C-1	Carpet Tiles
240	Fine Arts	1120	R-2	Resilient Floor
250	Dance + Fitness	1776	W-2	Sprung Wood Floor
260	Elm A Classroom	503	W-1	Engineered Wood Floor
270	Elm B Classroom	631	W-1	Engineered Wood Floor
	Restrooms	2 Restrooms	3 Sinks 4 Toilets 2 Urinals	

CITY OF BURLINGAME
Request for Bids – Janitorial Services

COMMUNITY CENTER, 850 BURLINGAME AVENUE

SCHEDULE OF WORK TO BE PERFORMED

General Guidelines	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Keep all doors locked while cleaning	x				
Lock all doors and leave only designated lights on (when exiting)	x				
Keep custodial closets neat and orderly	x				
Gather trash and recycling and place in specific dumpsters	x				
Clean and dust all overhead HVAC vents				x*	
Report any occurrences that may be out of the ordinary	x				
Strip and wax Community Room and Dance Studio					2x*
Shampoo and extract carpets					2x*
Clean interior and exterior of perimeter glass when requested, (perimeter glass is glass that is on the building envelope). This work is to be billed separately and is not included in the monthly cost.					
Clean all partition glass (all interior glass that is not part of the perimeter glass)					x

Restrooms/ Showers (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean and sanitize all dispensers and receptacles	x				
Empty, clean, and disinfect sanitary napkin receptacles	x				
Fill all dispensers	x				
Clean and sanitize all fixtures, toilets and urinals and counter surfaces	x				
Clean mirrors	x				

CITY OF BURLINGAME
Request for Bids – Janitorial Services

Clean and sanitize all partitions doors, and partitions		X			
Clean and sanitize all floor and mats	X				
Clean walls				X*	
Clean all doors and hardware				X*	
Machine scrub restroom floors				X*	
Detail clean grout lines in shower walls				X*	

Break Room/Classrooms/Meeting Rooms (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean and sanitize countertops, sinks, & tables	X				
Replenish supplies	X				
Wipe interior of refrigerator & microwave					2x*
Clean/Sanitize, cabinets, & refrigerator handles		X			
Spot clean walls	X				
Spot clean floors	X				
Vacuum/dust mop/mop floors		X			
Dust TV's and monitors			X		

Community Hall (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Dust mop floor	X				
Mop floor		X			
Spot clean walls	X				
High and low dust (see definition for high and low dust)			X		

CITY OF BURLINGAME
Request for Bids – Janitorial Services

Clean all doors and hardware				X*	
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Commercial Kitchen (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean and sanitize countertops, sinks, tables	X				
Clean cabinet doors	X				
Wipe interior of refrigerators & microwave					2x*
Clean/Sanitize sinks, cooktops, cabinets and refrigerator handles		X			
Spot clean walls	X				
Replenish supplies	X				

Hallways and Lobby Stairs (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean & sanitize drinking fountains	X				
Clean all doors and hardware				X*	
Empty and wipe down refuse bins	X				
Remove cobwebs				X*	
High and low dust (see definition for high and low dust)			X		
Wipe and sanitize handrails	X				
Vacuum carpets & dust mop concrete floors	X				
Spot mop concrete	X				
Mop concrete			X		
Spot clean walls	X				

CITY OF BURLINGAME
Request for Bids – Janitorial Services

Staff Hallway & Offices (Monday – Friday only) (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Vacuum floors	x				
Clean all doors and hardware				x	
Hi and low dust (see definition for hi and low dust)			x		
Remove cobwebs	x			x	
Spot clean light switches and door knobs	x				
Vacuum upholstered furniture				x	
Dust work surfaces (desks & counters), behind computers, printers and under keyboards			x		
Dust TV's and monitors			x		

Elevator (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Vacuum interior floor	x				
Wipe, clean, & sanitize interior and exteriors panels	x				
Clean doors			x		

Stairwells from garage (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Sweep and/or vacuum as needed		x			
Wipe and sanitize hand rails		x			
Emergency stairwells cleaning not needed					

CITY OF BURLINGAME
Request for Bids – Janitorial Services

Lobbies (upstairs and down) & Reception Desk (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean & sanitize exterior of refuse/recycle bins	x				
Fill all (hand sanitizers) dispensers (not bottle dispensers)	x				
Wipe down and sanitize reception counter top and work areas		X (every Saturday)			
Vacuum carpets and entryway and exterior mats	x				
Vacuum upholstered furniture				x*	
High and Low dust			x		
Spot clean walls	x				
Dust TV's and monitors			x		

Dly = Daily

Wkly = Weekly

Mthly = Monthly

Qrtly = Quarterly

Yrly = Yearly

x* - Date to be scheduled with City staff

** Prestige service requires regularly scheduled cleaning of surfaces regardless of whether dirt is visible. Examples include daily cleaning of counters and regular vacuuming of carpeted areas.

Definition of High Dust – removal of dust, cobwebs, from all fixtures and surfaces above 5' from the floor including window blinds/shades, ceiling fixtures, air ducts, ceiling fans, etc.

Definition of Low Dust- removal of dust, cobwebs, etc. below desk level including filing cabinets, furniture, equipment, and baseboards.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

SCHEDULE OF WORK TO BE PERFORMED (continued)

1st Floor Care				
Area		Comments		Maintenance Procedures
			Maintenance Guide	
100	Social Lounge	CS-1 Stained Concrete	Attachment H	See Maintenance Section, pg. 3
101	Reception	C-1 Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
102	Police	C-1 Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
110	Social Lounge	C-1 Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
120	Conference Room	C-1 Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
130	Community Hall	W-2 Sprung Wood Floor	Attachment G	See Daily Care Section, pg.1
131	Platform	W-2 Sprung Wood Floor	Attachment G	See Daily Care Section, pg. 1
136	Commercial Kitchen	E-1 Resinous Epoxy Floor Rough	Attachment E	See Cleaning Guidelines, pg. 4
140	Teen Scene	R-2 Resilient Floor	Attachment D	See Care and Maintenance, pgs. 1-3
150	Mid-Kids	R-3 Resilient Floor	Attachment D	See Care and Maintenance, pgs. 1-3
160	Kids Town	R-4 Resilient Floor	Attachment D	See Care and Maintenance, pgs. 1-3
170	Tech/Creative Arts Studio	CS-1 Stained Concrete	Attachment H	See Maintenance Section, pg. 3

CITY OF BURLINGAME
Request for Bids – Janitorial Services

187	Conference Room	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
192	Staff Breakroom	R-1	Resilient Floor	Attachment D	See Care and Maintenance, pgs. 1-3
	Elevator	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
180-190	Office Areas	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
111	Restrooms (Parks Restroom not included)	T-1	Porcelain Tiles	Attachment C	See General Recommendations, pgs. 1-2

CITY OF BURLINGAME
Request for Bids – Janitorial Services

SCHEDULE OF WORK TO BE PERFORMED (continued)

2nd Floor Care					
Area		Comments		Maintenance Guide	Maintenance Procedures
200	Social Lounge and Hallways	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
202	Coordinator Room	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
203	Supervisor Room	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
212	Active Lounge	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
220	Meeting Room	C-2	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
230	Music Art	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
240	Fine Arts	R-2	Resilient Floor	Attachment D	See Care and Maintenance, pgs. 1-3
250	Dance + Fitness	W-2	Sprung Wood Floor	Attachment G	See Daily Care Section, pg. 1
260	Enrichment Classroom	W-1	Engineered Wood Floor	Attachment B	See Routine Maintenance, pg. 2

CITY OF BURLINGAME
Request for Bids – Janitorial Services

270	Enrichment Classroom	W-1	Engineered Wood Floor	Attachment B	See Routine Maintenance, pg. 2
	Restrooms	T1	Porcelain Tiles	Attachment C	See General Recommendations, pgs. 1-2

CITY OF BURLINGAME
Request for Bids – Janitorial Services

END OF SPECIAL BUILDING PROVISIONS

**City of Burlingame - Janitorial Services
Mandatory Pre-Bid Meeting
September 1, 2022 at 9:00 am
in PW Corp Yard Training Room**

Sign-in Sheet

Name	Company	Email address
RON MARTINELLI	UBS CO	ronm@ubscos.com
Gustavo Gozdek	UBS CO	Gustavo@ubscos.com
Miguel Nava	R+A	M.Nava.randk@gmail.com
Joe Cigolini	Impec Group	jCigolini@impecgroup.com
WIS Garcia	Karla's Janitorial	management@karlasjanitorial.com
Linnea Willis	Quality Cleaning Professionals	Lwillis@qualitycleaningpro.com
Ruben Rodriguez	Quality Cleaning Professionals	Rrodriguez@qualitycleaningpro.com
Eddie Rosas	Central Maintenance CO	Eddie@lavinc.com
Chris King	Olympic Cleaning	Chris@OlyClean.com

REQUEST FOR BIDS

Janitorial Services

August 22, 2022



MAYOR

Ricardo Ortiz

CITY COUNCIL

Michael Brownrigg, Vice-Mayor

Emily Beach, Council Member

Donna Colson, Council Member

Ann O'Brien Keighran, Council Member

CITY MANAGER

Lisa K. Goldman

DEPARTMENT OF PUBLIC WORKS

Bid and Notice to Contractors:

JANITORIAL SERVICES

Bids Due:

September 20, 2022 at 2:00 P.M.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

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The City of Burlingame

PUBLIC WORKS DEPARTMENT
TEL: (650) 558-7230
FAX: (650) 685-9310

CITY HALL - 501 PRIMROSE ROAD
BURLINGAME, CALIFORNIA 94010-3997
www.burlingame.org

CORPORATION YARD
TEL: (650) 558-7670
FAX: (650) 696-1598

August 22, 2022

NOTICE INVITING SEALED BIDS

In order to maintain safe distancing practices, the City of Burlingame has made some changes to requesting bid documents, submitting bids, and opening bids.

The City of Burlingame will be receiving bids for **JANITORIAL SERVICES** via PB System™, a fully automated web-based vendor and bid management system. Prospective bidders should visit <https://pbsystem.planetbids.com/portal/46106/portal-home> to register, download bid documents, and submit their bid. All bids must be submitted to PB System™ before 2:00 P.M. on Tuesday, September 20, 2022. Bid results will be publicly opened and read at 2:30 P.M. on Tuesday, September 20, 2022 via an online video conference platform. Those submitting a bid will be sent an email with the conference call information for the bid opening. Only the contractors who submitted bids will receive an invitation to the bid opening. Additionally, the bid results will be displayed in the PB System™ after they are publicly read.

The work shall consist of janitorial services at City buildings starting tentatively in November 2022. The Term of the final Agreement is for three (3) years with two (2) one (1) year options at the election of the City.

A **MANDATORY** pre-bid meeting will be held at **9:00 A.M. on Thursday, September 1, 2022, at the Public Works Corporation Yard's Training Room: 1361 North Carolan Avenue, Burlingame, CA 94010. All Bidders must be present at 9:00 A.M. on Thursday, September 1, 2022.** An optional walk-through the City locations will follow at the end of the pre-bid meeting. The walk-through will take an estimated 2-3 hours.

Johnson Woo
Facilities & Fleet Division Manager

DATE OF POSTING: August 22, 2022

CITY OF BURLINGAME
Request for Bids – Janitorial Services

INSTRUCTIONS TO BIDDERS

Bids shall be made in accordance with the provisions of Sections 1, 2 and 3 (the General Provisions, Special Provisions and Special Building Provisions) and these Instructions.

General Instructions

- A. The City of Burlingame will be receiving bids for this project via PB System™, a fully automated web-based vendor and bid management system.
- B. Bidders who have not already done so may register to use the system by proceeding as follows:
 - 1. Go to <https://pbsystem.planetbids.com/portal/46106/portal-home>
 - 2. Click on “Vendor Registration”
 - 3. Complete the form by navigating through the different tabs and submit.
 - 4. Once registered please go to Bid Opportunities to see our current bids and become a prospective bidder by downloading the bid documents.
- C. A bid shall cover all items of the bidding schedule. Blank spaces in the bid shall be properly filled in, and the phraseology thereof must not be changed. Additions shall not be made to the items mentioned therein. Any unauthorized conditions, limitations or provisions attached to a bid may cause its rejection. Alterations by erasures or interlineation shall be explained or noted in the bid over the signature of the bidder.
- D. **Bids are due before 2:00 P.M. on September 20, 2022. Late bids will not be accepted.**
- E. Bid results will be publicly opened and read at 2:30 P.M. on Tuesday, September 20, 2022. Those submitting a bid will be sent an email with the video conference call information for the bid opening. Only the contractors who submitted bids will receive an invitation to the bid opening. Additionally, the bid results will be displayed in the PB System™ after they are publicly read.
- F. Any questions regarding this project should be submitted through the online Q&A feature of PB System™. **Questions will be accepted until 2:00 P.M. on September 13, 2022. Answers will be available online via PB System™**
- G. Bids shall be made upon the forms provided, properly executed and with all items completed. All signatures shall be in longhand. **Failure to complete, sign (where required), and return the bid documents with your bid will render it non-responsive.**

CITY OF BURLINGAME
Request for Bids – Janitorial Services

- H. Bids shall not be unbalanced. Any apparent unbalancing of bids may be considered sufficient grounds for rejection of a proposal.
- I. For additional information, contact Facilities and Fleet Supervisor Fred Ghilain at (650) 558-7692 or fghilain@burlingame.org.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

Bidder's Bond

Each bid shall be accompanied by cash, a certified or cashier's check, or a bidder's bond in the sum of not less than ten percent (10%) of the total aggregate of the bid, and such a check or bond shall be made payable to the order of the City of Burlingame as set forth in the Bidder's Bond (see page 28). In case the successful bidder fails to file the bonds or to provide the insurance required by the Contract Documents, or refuses to enter into a contract within the specified time, it shall be liable for any difference by which the cost of procuring the work exceeds the amount of its bid and the bond or the amount of cash or check shall be available to offset such difference.

Examination of Contract Documents

Before submitting a bid, each bidder shall carefully read all the Contract Documents. The bidder shall visit the site of the Project and shall fully inform itself as to all existing conditions and limitations under which the work is to be performed, and it shall include in its bid a sum to cover the cost of all items necessary to perform the work as set forth in the Contract Documents. No allowance of any kind whatsoever will be made to any bidder because of lack of such examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has made such an examination. Bidders shall report any discrepancies in the field conditions or Contract Documents that they discover to the City before bids are opened.

Competency of Bidder

Any bidder may be required to furnish evidence satisfactory to the City that it and its proposed subcontractors have sufficient means and experience in the type of work called for to insure completion of the contract in a satisfactory manner.

Withdrawal of Bid

Any bidder may withdraw its bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

Award or Rejection of Bids

The Contract, if awarded, will be awarded to the lowest responsible bidder subject to City's right to reject any or all bids and to waive any informality in the bids or the bidding. The City reserves the right to reject the apparent low bid and award the contract to the next successful low bidder if it determines that the apparent low bidder does not meet the required qualifications, or if the job references provided would indicate that the Contractor does not satisfy the bid requirements. The City of Burlingame reserves the right to reject any or all bids. Bidders are cautioned not to attach any conditions, limitations, or provisions to the bid as such conditions, limitations or provisions will render their bids informal and cause its rejection.

Term of Agreement

The term of the final agreement is for three (3) years with two (2) one (1) year options at the election of the City.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

Withdrawal of Bids after Opening

No bidder may withdraw its bid for a period of forty-five (45) calendar days after the date set for the opening thereof, and the same shall be subject to acceptance by the City during this period.

Execution of Agreement

The form of agreement which the successful bidder, as Contractor, will be required to execute is included in the Contract Documents and must be carefully examined by each bidder. The bidder to whom the contract is awarded by the City shall, within ten (10) working days after notice of award, execute and deliver to City one original and one copy of the Contract Agreement.

The selected Contractor, upon signing a City Contract Agreement form, shall provide a signed contract along with all required bonds and insurance documents as required to fulfill and meet the requirements established by the Bid Requirements.

The Contractor shall state his or her willingness to accept the terms and conditions in the Contract Agreement for Contract Services attached. This is the City's standard agreement and the bidder shall list any items which cannot be met and the alternative suggested wording, if necessary, to ensure proper agreement terms.

Labor and Materials Bond, Deposit of Securities

At or prior to the delivery of the signed Contract Agreement, Contractor shall deliver to City the Labor and Material Bond as required. All bonds shall be in the general forms designated by the City, and each shall be in an amount equal to one hundred percent (100%) of the contract price. All bonds shall be approved by the Director of Public Works before the successful bidder may proceed with the work. Bonds may be secured in one-year terms provided that such one-year bonds are renewed by the Contractor for each year of the entire term of the agreement; there shall be no lapse in bond coverage. Failure to have bonds continuously in place shall constitute grounds for the City's termination of the Contract. Failure or refusal to furnish bonds in the form satisfactory to the Director shall subject the bidder to penalties for delay in commencement of the work or revocation of the Award of Contract.

Pursuant to Section 22300 of the California Public Contract Code, the Contractor will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the City as provided in the General Provisions.

Insurance

At or prior to the delivery of the signed Contract Agreement, Contractor shall deliver to the City the policies of insurance or insurance certificates and endorsements as are required by the General Provisions. Failure or refusal to furnish insurance policies or certificates in the form satisfactory to the City Attorney shall subject the bidder to penalties for delay in commencement of the work or revocation of the Award of Contract.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

All policies, endorsements, and certificates of insurance shall be approved by the City Attorney before the successful bidder may proceed with any work.

Interpretation of Contract Documents Prior to Bidding

If any person contemplating submitting a bid for the Janitorial Services Project is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions from the Contract Documents, it may submit to City a written request for information thereof not later than five (5) working days before the date bids will be opened. The person submitting the request will be responsible for its prompt delivery. The City's response to a request for information will be made only by addendum and will be emailed only to each person receiving a set of such documents. City will not be responsible for any other explanation or interpretation of the Contract Documents.

Bidders Interested in More than One Bid

No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm or corporation submitting a sub-bid to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other bidders.

Special Notice

Bidders are required to inform themselves fully of the conditions relating to service and labor under which the work will be or is now performed, and, so far as possible, the successful bidder must employ such methods and means in carrying out his/her work as will not cause any interruption or interference with any other Contractor.

List of Subcontractors

Bidders shall submit a list of their proposed subcontractors in compliance with Sections 4100-4113 of the Public Contract Code of the State of California. A form for this designation is furnished in the set of Contract Documents.

Additional Sureties

If at any time during the continuance of the contract the Sureties, or any of them, shall, in the opinion of the City, be no longer responsible, the City shall have the right to require additional and sufficient Sureties which Contractor shall furnish to the satisfaction of the City within ten (10) working days after notice.

Definition of Contract Documents

The term "Contract Documents" means all of the information to bidders, General Provisions, Special Provisions, Special Building Provisions, Request for Bidder to Provide Janitorial Service Requirements; the submission of any bid shall be deemed a thorough and complete understanding of all provisions of the Contract Documents. All of the Contract Documents shall be incorporated by reference into the formal contract which the successful bidder shall execute.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

Business License

All Contractors, whether they are general Contractors or subcontractors, who transact or carry on business in the City, shall acquire a Business License in conformance with the Burlingame Municipal Code.

Prevailing Wage Requirements

No contractors and subcontractor may be listed on the bid proposal unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.5(a)].

All contractors and subcontractors will be required to furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Workers employed in the work must be paid at rates at least equal to the current prevailing wage scale as determined by the State Director of the Department of Industrial Relations. A copy can be found at www.dir.ca.gov/OPRL/PWD/index.htm or by contacting the Department of Industrial Relations.

Pursuant to Section 1770 and following of the California Labor Code, any Contractor who is awarded a public works project and intends to use a craft of classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft of classification most closely related to it as shown in the general determinations effective at the time of the calls for bids.

Unit Prices

Because unit prices are key elements of bid award and contract administration, in case of discrepancy between the unit price and the total set for a unit basis item, the unit price shall prevail; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as set forth in the "Annual Cost" column, then the amount set forth in the "Annual Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

For additional information, contact Facilities and Fleet Supervisor Fred Ghilain at (650) 558-7692 or fghilain@burlingame.org.

END OF INSTRUCTIONS TO BIDDERS

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BID FORM

_____, 2022

TO THE CITY OF BURLINGAME, CALIFORNIA:

Pursuant to the foregoing Bid and Notice to Contractors, the undersigned bidder herewith submits its bid on the Bid Form and completes all the required forms attached hereto and made a part hereof, and binds itself on award by the City of Burlingame under this bid to execute in accordance with such award, a contract, of which this Bid and Notice to Contractors, Instructions to Bidders, General Provisions, Special Provisions, and Special Building Provisions are hereby made a part of this Bid and all provisions thereof are hereby accepted.

The bidder further agrees that in case of its default in executing the contract, and providing the required bonds and insurance, the cash, check or Bidder's Bond, accompanying its bid and the money payable thereon shall be and remain the property of the City of Burlingame, as provided in the Instructions to Bidders and the Special Provisions.

COMPANY NAME: _____

(Corporate Seal)

Signature _____

Address _____

CONTRACTOR'S TELEPHONE NO.

Nature of firm (corporation, partnership, etc.) and names of individual members of the firms, or names and titles of officers of the corporation:

Fax no. _____

If Corporation, organized under the laws of the State of _____

Name	Title

Name	Title

Name	Title

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BID FORM

The undersigned hereby proposes and agrees that, if this bid is accepted, the Contractor will contract with the City of Burlingame, California, for any or all of the facilities listed below for the prices quoted. The Contractor agrees to furnish all labor, materials, tools, and equipment. Contractor to furnish all incidental work and services required to complete all items of work described in the specifications. All work shall be done in accordance with the General Provisions, Special Provisions, and Special Building Provisions of this Contract Book: "Janitorial Services for City of Burlingame".

	YEAR 1		YEAR 2		YEAR 3	
<u>MONTHLY SERVICES</u>	Cost/Month	Annual Cost	Cost/Month	Annual Cost	Cost/Month	Annual Cost
1. City Hall	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2. Main Library	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3. Easton Library	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
4. Public Works Corp Yard	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
5. Police Station	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
6. Village Park Preschool	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
7. Parks Corp Yard	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
8. Depot	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
9. Community Center	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
10. Day Porter	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Total Year 1 Annual Cost		\$_____				
Total Year 2 Annual Cost				\$_____		
Total Year 3 Annual Cost						\$_____
Base Bid = Total for Years 1, 2 & 3 (Written in Figures) \$ _____						
Base Bid = Total for Years 1, 2 & 3 (Written in Words) _____						
Amount Written in Words. Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN.						
<u>ADDITIONAL SERVICES</u>	Cost/Hour					
1. Services during normal working hours on a weekday with no less than 24 hours' notice	\$_____					
2. Services outside normal work hours with on a weekday with no less than 24 hours' notice	\$_____					
3. Service with less than 24 hours' notice during normal working hours on weekday	\$_____					
4. Service with less than 24 hours' notice during outside working hours	\$_____					

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BID FORM

Contractors shall list their proposed work force and supervisory personnel to be assigned to each facility. The City of Burlingame reserves the right to reject any or all bids. Bidders are cautioned not to attach any conditions, limitations, or provisions to the bid because such conditions, limitations or provisions may render such bid non-responsive and may cause its rejection.

Location	Personnel Resources	Supervisory Resources
City Hall	Number of Janitors _____ Evening Cleaners: _____ Number of hours assigned to each janitor per day of service _____ Evening Cleaners: _____	Title: _____ Total Daily Hours: _____ Title: _____ Total Weekly Hours: _____ Title: _____ Total Monthly Hours: _____
Main Library	Number of Janitors _____ Evening Cleaners: _____ Number of hours assigned to each janitor per day of service _____ Evening Cleaners: _____	Title: _____ Total Daily Hours: _____ Title: _____ Total Weekly Hours: _____ Title: _____ Total Monthly Hours: _____
Easton Library	Number of Janitors _____ Evening Cleaners: _____ Number of hours assigned to each janitor per day of service _____ Evening Cleaners: _____	Title: _____ Total Daily Hours: _____ Title: _____ Total Weekly Hours: _____ Title: _____ Total Monthly Hours: _____
Village Park	Number of Janitors _____ Evening Cleaners: _____ Number of hours assigned to each janitor per day of service _____ Evening Cleaners: _____	Title: _____ Total Daily Hours: _____ Title: _____ Total Weekly Hours: _____ Title: _____ Total Monthly Hours: _____

Continued on next page

CITY OF BURLINGAME
Request for Bids – Janitorial Services

Location	Personnel Resources	Supervisory Resources	
Public Works Corporation Yard	Number of Janitors Evening Cleaners: _____ Number of hours assigned to each janitor per day of service Evening Cleaners: _____	Title: _____ Title: _____ Title: _____	Total Daily Hours: _____ Total Weekly Hours: _____ Total Monthly Hours: _____
Police Station	Number of Janitors Evening Cleaners: _____ Number of hours assigned to each janitor per day of service Evening Cleaners: _____	Title: _____ Title: _____ Title: _____	Total Daily Hours: _____ Total Weekly Hours: _____ Total Monthly Hours: _____
Parks Corporation Yard	Number of Janitors Evening Cleaners: _____ Number of hours assigned to each janitor per day of service Evening Cleaners: _____	Title: _____ Title: _____ Title: _____	Total Daily Hours: _____ Total Weekly Hours: _____ Total Monthly Hours: _____
Depot	Number of Janitors Evening Cleaners: _____ Number of hours assigned to each janitor per day of service Evening Cleaners: _____	Title: _____ Title: _____ Title: _____	Total Daily Hours: _____ Total Weekly Hours: _____ Total Monthly Hours: _____
Community Center	Number of Janitors Evening Cleaners: _____ Number of hours assigned to each janitor per day of service Evening Cleaners: _____	Title: _____ Title: _____ Title: _____	Total Daily Hours: _____ Total Weekly Hours: _____ Total Monthly Hours: _____

CITY OF BURLINGAME
Request for Bids – Janitorial Services

BIDDER'S STATEMENT

Pursuant to Business and Professions Code Section 7028.15 I, _____ declare under penalty of perjury that the foregoing and the statements contained in the bid for the above titled project are true and correct and that this declaration is made on this ____ day of _____, 2022, at _____, California.

If awarded the contract, the undersigned hereby agrees to sign and file an agreement similar to the attached sample on page 30, together with the necessary bond, certificate(s) of insurance, and related endorsements for general and automobile liability insurance, and proof of a Burlingame Business License in the office of the City Clerk within ten (10) calendar days after the date of the award and to commence work within five (5) days of the date specified in the notice to proceed, and to complete the work under said contract within the specified number of working days beginning from the date specified in the notice to proceed. Contractor also agrees to keep the Business License current for the entire term of the contract.

If the lump sum for each building and the total amount named by a bidder for any item do not agree, it will be assumed that the error was made in computing the lump sum for each building and the total amount will be considered as representing the bidder's intention.

Unit price bid must not be unbalanced.

The undersigned has checked carefully all the figures listed in the Bid form and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

NOTE: The square footages and unit counts shown in the Special Buildings Provisions are an estimate only. Since the exact figures are not determined, the City reserves the right to adjust quantities as deemed necessary to meet its requirements.

The undersigned hereby certifies that this bid is genuine, and not sham or collusive, or made in the interest or in behalf of any person not named herein, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage of any kind whatever.

The undersigned agrees that this bid may not be withdrawn for a period of forty-five (45) days after the date set for the opening thereof.

NOTE: IF THE BID IS MADE BY AN INDIVIDUAL, HIS NAME AND POST OFFICE ADDRESS MUST BE SHOWN. IF THE BID IS MADE BY A PARTNERSHIP, THE NAME AND ADDRESS OF EACH MEMBER OF THE FIRM OR PARTNERSHIP MUST BE SHOWN (IF MORE THAN TWO MEMBERS OF A FIRM OR PARTNERSHIP, PLEASE ATTACH AN ADDITIONAL PAGE); OR IF MADE BY A CORPORATION, THE BID SHALL SHOW THE NAME OF THE STATE UNDER THE LAWS OF WHICH THE CORPORATION WAS CHARTERED AND THE NAMES, TITLES AND BUSINESS ADDRESSES OF THE PRESIDENT, SECRETARY AND TREASURER OF SAID CORPORATION.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

SIGNATURES FOR BIDDER:

If INDIVIDUAL, sign below: _____ Signature Date _____ Print name _____ Post Office Address	
If CORPORATION, sign below (show names of non-signing officers): _____ a CORPORATION _____ Name of State Where Chartered _____ Signature Date _____ Print name of person signing bid _____ Title	<i>List names of the following officers:</i> _____ PRESIDENT Date _____ SECRETARY Date _____ TREASURER Date _____ Post Office Address

CITY OF BURLINGAME
Request for Bids – Janitorial Services

DESIGNATION OF SUBCONTRACTORS

(Public Contract Code Sections 4100 and following)

JANITORIAL SERVICES

As a bidder on the above-entitled project, the undersigned hereby designates the subcontractors that will perform work or labor or render services to the Contractor in or about the construction of the project in an amount in excess of one-half (½) of one percent (1%) of the Contractor's total bid.

The undersigned understands and agrees that should it fail to specify a subcontractor for any portion of the work as above stated, it agrees that the undersigned is fully qualified to perform that portion of the work itself, and that it shall perform that portion itself. Penalties for failure to comply with this provision are provided in the Subletting and Subcontracting Fair Practices Act commencing with Section 4100 of the Public Contract Code.

The undersigned agrees that it shall not, without written consent of the City Council, make any substitution, assignment or sublet to or of the following list of subcontractors which is made a part of this bid and then only after compliance with the provisions of the Subletting and Subcontracting Fair Practices Act. [ATTACH ADDITIONAL PAGES IF NECESSARY]

Name of Subcontractor	Address of Subcontractor	Work to be done by Subcontractor

NAME OF BIDDER:

Signature:

CITY OF BURLINGAME
Request for Bids – Janitorial Services

STATEMENT OF EXPERIENCE QUALIFICATIONS

The following statement as to experience qualifications of the bidder is submitted in conjunction with the Bid, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

The bidder, as a contractor, must have relevant janitorial experience during the last five (5) years, and must have been engaged in the contracting business, under the present business name, as a single company for at least five (5) years. If the bidder is a franchisor, actual franchisee (operators) must have relevant janitorial experience during the last five (5) years. All bidders must have experience that includes:

- Must have successfully provided service (cleaning) for a minimum of 160,000 square foot of office space per year for the last five years.
- Must have successfully worked with three different public agencies during the last five years.
- Must have an annual contract in good standing condition with a public agency during the past 36 months to service (clean) a minimum of 80,000 square foot of office space.
- Provided a copy of your company training manual on cleaning services and procedures for janitorial staff.

The above qualification requirements must be listed below on the following page and included with bid proposal. The following information must have been satisfactorily completed for the persons, firm or authority indicated, and to whom reference is made. If the bidder is a franchisor, it must provide actual franchisee (operators) information as to who will be performing the work, type of work performed, and direct work references. The City reserves the right to contact any of the references provided. If the City determines the feedback to be negative or contrary to what has been presented by the bidder herein, the City at its sole discretion has the right to reject the bidder. Failure to provide this information on any portion of the bid proposal as provided will result in disqualification of its bid.

STATEMENT OF EXPERIENCE QUALIFICATIONS

- Must have successfully provided service (cleaning) for a minimum of 160,000 square foot of office space per year for the last five years.

<u>Years</u>	<u>Type of Work</u>	<u>Location</u>	<u>For Whom Performed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- Must have successfully worked with three different public agencies during the last five years.

<u>Year</u>	<u>Agency</u>	<u>Location</u>	<u>For Whom Performed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- Must have an annual contract in good standing condition with a public agency during the past 12 months to service (clean) a minimum of 80,000 square foot of office space during the past 12 months.

<u>Year</u>	<u>Agency</u>	<u>Square Footage</u>	<u>For Whom Performed</u>
_____	_____	_____	_____
_____	_____	_____	_____

- Provided a copy of your company training manual on cleaning services and procedures for janitorial staff.

NAME OF BIDDER:

Signature:

CITY OF BURLINGAME
Request for Bids – Janitorial Services

NON-COLLUSION DECLARATION

(PUBLIC CONTRACT CODE SECTION 7106)

JANITORIAL SERVICES

I, _____ declare under penalty of perjury that I am _____ (sole owner, partner, president, etc.) of _____ (company name), the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at _____. (City, State)

Dated:

NAME OF BIDDER:

Signature:

CITY OF BURLINGAME
Request for Bids – Janitorial Services

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has_____, has not_____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

[NOTE: THE BIDDER MUST PLACE A CHECK MARK AFTER "HAS" OR "HAS NOT" IN ONE OF THE BLANK SPACES PROVIDED.]

The above Statement is part of the Bid. Bidders are warned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at _____.

(City, State)

Dated:

NAME OF BIDDER:

Signature:

CITY OF BURLINGAME
Request for Bids – Janitorial Services

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

No _____ Yes _____

If the answer is yes, explain the circumstances in the following space:

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at _____.

(City, State)

Dated:

NAME OF BIDDER:

Signature:

CITY OF BURLINGAME
Request for Bids – Janitorial Services

CERTIFICATE OF NONDISCRIMINATION

On behalf of the bidder making this bid, the undersigned certifies that there will be no discrimination in employment with regards to marital status, sexual orientation, ancestry, medical condition, race, color, religion, sex, disability, or national origin; that all federal, state, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

BIDDER

By:

(Name and title of person making certification)

Date

CITY OF BURLINGAME
Request for Bids – Janitorial Services

CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE

Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Burlingame and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City of Burlingame for the construction, repair, or improvement of public works.

Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

In performing the work of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.
The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City of Burlingame setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

3. The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City of Burlingame advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will permit access to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data and records by the City of Burlingame, the Fair Employment Practices Commission, or any other appropriate Agency of the State designated by the City of Burlingame for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.
5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City of Burlingame as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "non-responsible".

The City of Burlingame shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City of Burlingame shall notify the Contractor that unless he or she demonstrates to the satisfaction of the City of Burlingame within a stated period that the violation has been corrected, he or she shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he or she has implemented remedial measures, satisfactory to the City of Burlingame, to eliminate the discriminatory employment practices with constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City of Burlingame contract, the City of Burlingame Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law of the terms of this contract, the Contractor agrees that, should the Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the

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City of Burlingame may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City of Burlingame, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such monies shall be removed from the Contractor. The City of Burlingame may deduct any such penalties from any monies due the Contractor from the City of Burlingame.

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CERTIFICATION OF PAYMENT OF PREVAILING WAGE SCALE

On behalf of the bidder, the undersigned certifies that the Prevailing Wage Scale, as determined by the Director of Industrial Relations of the State of California, as hereafter modified by the Department of Industrial Relations, will be the minimum paid to all janitors/cleaners working under the contract to be awarded under this bid process.

Pursuant to section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. A copy of the correct determination will be posted at the job site. It is understood that it is the responsibility of the bidder to determine the correct scale. The undersigned understands that weekly certified payrolls must be submitted for verification.

BIDDER

By:

(Name and title of person making certification)

Date

Questions shall be addressed to: Department of Labor Relations
Division of Labor Statistics and Research
Prevailing Wage Unit
45 Fremont Street, Suite 1160
P. O. Box 420603
San Francisco, CA 94142-0603

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CERTIFICATION OF REQUIREMENT TO PAY WORKER'S COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

BIDDER

By:

(Name and title of person making certification)

Date

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BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ as Principal,
and _____ as
Surety, are held and firmly bound unto the City of Burlingame, a municipal corporation of the
State of California (hereinafter called "City") in the penal sum of ten percent (10%) of the total
aggregate amount of the bid of the Principal above named, submitted by said Principal to the
City for the work described below, for the payment of which sum in lawful money of the United
States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents. In no case shall the liability of the
Surety hereunder exceed the sum of
_____ (\$ _____) Dollars.

The condition of this obligation is such that a bid to the City for certain janitorial services
specifically described as follows, for which bids are to be opened on Tuesday, September 20,
2022, at 2:30 P.M., has been submitted by Principal to City:

Janitorial Services to the City of Burlingame, California

NOW THEREFORE, if the Principal is awarded the Contract and within the time and manner
required under the Specifications, after the prescribed forms are presented to the Principal for
signature, enters into a written contract, in the prescribed form, in accordance with the bid, and
a bond with the City to guarantee payment for labor and materials as provided by law as well as
files insurance certificates and equal employment opportunity documentation required under
the bid, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon said bond by City, and judgment is recovered, the Surety shall
pay all costs incurred by City in such suit, including a reasonable attorney's fee to be fixed by the
Court.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 2022.

_____(Seal)

_____(Seal)

_____(Seal)

_____(Seal)

_____(Seal)

NOTE: Attach notary acknowledgement for signatures of those executing for Principal and Surety.

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BOND FOR SECURITY OF LABORERS AND MATERIAL PERSONS

WHEREAS, the City Council of the City of Burlingame, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2022, and identified as _____, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Burlingame to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety, are held firmly bound unto the City of Burlingame and all Contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of _____ dollars (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

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IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 2022.

PRINCIPAL

SURETY

By: _____

By: _____

Address

NOTE: Attach notary acknowledgement for signatures of those executing for Principal and Surety

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AGREEMENT FOR CITY JANITORIAL SERVICES

THIS AGREEMENT (“Agreement”), made and entered into by and between the CITY OF BURLINGAME, a municipal corporation, hereinafter called "City", and _____, hereafter called "Contractor," collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the City Council authorized and the Department of Public Works issued an invitation for bids for the JANITORIAL SERVICES (“City Project”).

WHEREAS, on September 20, 2022, all bids received were opened in public, in the Office of the City Clerk at 501 Primrose Road, Burlingame, California; and

WHEREAS, the bid from Contractor was determined to be the lowest responsive and responsible bid for the City Project in the amount of _____; and

WHEREAS, City and Contractor desire to enter into this Agreement for the services described in the Bid and Notice to Contractors.

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. Scope of work.

Contractor shall perform the work as described in the Bid and Notice to Contractors. Contractor’s executed Scope of Work is attached hereto as Exhibit A and incorporated by reference.

2. The Contract Documents.

The complete contract consists of the following documents: this Agreement, Bid and Notice to Contractors, the Bid Summary Sheet, the accepted bid, and are hereinafter referred to as the Contract Documents. All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents. All of the above described documents are intended to cooperate so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

3. Contract Price.

The City shall pay, and the Contractor shall accept, in full, payment not to exceed the sum of (Dollar amount) (\$00.00). In the event work is performed or materials furnished in addition to those set forth in Contractor's Bid and the Specifications, such work and materials will be paid

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for at the unit (section) prices therein contained. Said amount shall be paid in progress payments as provided in the Contract Documents.

4. Provisions Cumulative.

The provisions of this Agreement are cumulative and in addition to and not in limitation of any other rights or remedies available to the City.

5. Notices.

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices required to be given to the City shall be addressed as follows:

Facilities and Fleet Division Manager
City of Burlingame
Public Works Department
1361 N. Carolan Avenue
Burlingame, California 94010
(650) 558-7670

Notices required to be given to Contractor shall be addressed as follows:

Contractor Name
Contractor Address
Contractor Phone/Email address

6. Interpretation.

As used herein, any gender includes the other gender and the singular includes the plural and vice versa.

7. Termination

The City reserves the right to terminate this Agreement for failure of the Contractor to perform the work according to the Bid Specifications.

8. Insurance

Contractor, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof, acceptable to the City, the insurance coverages specified in Exhibit B, "City Insurance Requirements," attached hereto and incorporated herein by reference. Contractor shall demonstrate proof of required insurance coverage prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance and original endorsements to City. The City shall be named as a primary insured.

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9. Indemnification

The Contractor shall indemnify, defend, and hold City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the Services, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. This indemnification and hold harmless clause shall survive the termination of this Agreement.

10. Compliance with All Laws

In the performance of this Agreement, Contractor shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of the City. Contractor warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license or registration of any kind is required of Contractor, its employees, agents, or subcontractors by law, Contractor warrants that such license has been obtained, is valid and in good standing, and Contractor shall keep it in effect at all times during the term of this Agreement, and that any applicable bond shall be posted in accordance with all applicable laws and regulations.

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IN WITNESS WHEREOF, Contractor and City execute this Agreement.

CITY OF BURLINGAME
501 Primrose Road
Burlingame, CA 94010

CONTRACTOR

By: _____
Lisa K. Goldman
City Manager

By: _____
Name
Title

Date: _____

Date: _____

Attest: _____
Meaghan Hassel-Shearer
City Clerk

Federal Employer ID Number: _____
License Number: _____
Expiration Date: _____

Approved as to form:

Michael Guina
City Attorney

Attachments:
Exhibit A Scope of Services

CITY OF BURLINGAME
Request for Bids – Janitorial Services

1.0 GENERAL PROVISIONS

1.1 RESTRICTED PERSONNEL:

No visitors, guests, pets, or companions other than bonded personnel will be permitted inside any City facility any time the facility is not open to the public at large, nor may such persons enter the areas not open to the public at large at any time.

1.2 "NO SMOKING" POLICY:

The City of Burlingame has established a "No Smoking" policy stating that smoking shall not be permitted inside any City building or facility. Janitors and supervisors must comply with this ordinance.

1.3 MEDIATION:

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by the American Arbitration Association, the Peninsula Conflict Resolution Center, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

1.4 NONDISCRIMINATION POLICY:

It is the policy of the City of Burlingame that all qualified persons are to be afforded equal opportunities of employment on any contract entered into with the City.

1.5 BIDDER:

In order to promote the policy declared above, the contract will be awarded only to such bidders as are determined to meet the required service. The bidder who offers to perform the work involved according to the Contract Documents for the least amount of money; provided the bidder has the ability, capacity and, when necessary, the required State or other license.

1.6 NOTICE TO SOURCES OF EMPLOYEE REFERRALS:

The successful bidder and each subcontractor will send to the State of California Employment Development Department and to each labor union, employment agency, and representative of workers with which he has a collective bargaining agreement or other contract or understanding and from which he expects employee referrals, a notice, as provided by the City, with a copy to the City, advising of the commitments under these specifications.

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1.7 POSTING NOTICE OF NONDISCRIMINATION IN EMPLOYMENT:

Each successful bidder shall post on the job site and in the field office or offices maintained by him, the notice provided by the City regarding Nondiscrimination in Employment.

1.8 INSURANCE:

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form GC 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
- (3) Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(b) Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- (1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

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- (3) Workers' Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(c) Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(d) Other Insurance Provision

The policies are to contain, or be endorsed to contain the following provision:

(1) General Liability and Automobile Liability Coverages

- (A) The City of Burlingame, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Burlingame, its officers, officials, employees, or volunteers. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors.
- (B) The Contractor's insurance coverage shall be primary insurance as respects the City of Burlingame, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Burlingame, its officers, officials, employees, or volunteers shall be excess of the Contractor's Insurance and shall not contribute with it.
- (C) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Burlingame, its officers, officials, employees, or volunteers.

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- (D) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Burlingame, its officers, officials, employees, or volunteers for losses arising from work performed by the Contractor for the City of Burlingame.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt required, has been given to the City of Burlingame.

(e) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and be authorized to conduct business with regard to the proffered lines of insurance in the State of California.

(f) Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(g) Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

1.9 HOLD HARMLESS AND INDEMNITY PROVISION:

To the fullest extent permitted by law, the Contractor shall save, keep and hold harmless indemnify and defend the City its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity, including but not limited to attorneys' fees, that may at any time arise, result from, related to, or be set up

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because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by the work performed by the Contractor, or by any of the Contractor's officers, employees, or agents or any subcontractor, under this Agreement, or by the presence or activities conducted at the site of the work to be performed under this Agreement of the Contractor or any of the Contractor's officers, employees, or agents or any subcontractor. The duty to defend under this paragraph is wholly independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor. The duty to defend arises immediately upon presentation of a claim by any party and written notice of the claim being provided to the Contractor. This paragraph shall not apply if the damage or injury is proximately caused by the sole negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

1.10 ATTORNEY FEES:

Attorney fees in amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$5,000, shall be recoverable as costs (that is, by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this contract. The above \$5,000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals or actions. It is the intent that neither party to this contract shall have to pay the other more than \$5,000 for attorney fees arising out of an action, or actions, to enforce the provisions of this contract. The parties expect and hope there will be no litigation and that any differences will be resolved amicably.

1.11 COST ADJUSTMENT:

The City of Burlingame reserves the right to either increase or decrease the scope of work of the contract depending on the budget availability by no more or less than 25%.

1.12 PENALTIES:

Contractor shall incur a flat rate penalty fee of \$100.00 to be deducted from subsequent contract monthly billing for any and each of the following incidents:

- a. Failure to perform contract, neglect, or oversight.
- b. Delay of more than two working days in completing services per City approved work schedule. Flat rate fee will accrue for every day beyond the five working day grace period.

Facilities Division Manager shall be the sole judge of any performance discrepancies and resulting penalties.

1.13 TERMINATION:

Without cause, the City of Burlingame may terminate this contract at any time with thirty (30) days written notice to the Contractor. With cause, the City of Burlingame may

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terminate this contract at any time with ten (10) days written notice to the Contractor for significant failure to perform or other material breach of contract. This would include, without being limited to: (a) omission of any daily task (as outlined in Section 2.18 Schedule of Work to be Performed) any successive days or 5 days a month or unsatisfactory performance over a 30-day period of time; (b) omission of any weekly task twice in succession or unsatisfactory performance over a 30-day period of time; (c) omission of any monthly task twice or unsatisfactory performance after being notified; (d) disregarding repeated requests from staff for corrections in performance of work; and (e) violation of restricted personnel provisions in Section 1.1 on two occasions.

The "Fidelity Bond" shall be for \$100,000 to cover the bidder's employees against loss due to dishonesty, disappearance, or destruction.

Before execution of the contract by the City, the Contractor shall file with the agency a surety bond satisfactory to the City for the purpose noted herein. The bond shall be duly executed by a responsible corporate Surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. The Contractor shall pay all bond premiums, costs, and incidentals.

The bond shall be signed by both the Contractor and Surety and the signature of the authorized agent of the Surety shall be notarized.

1.14 COST ADJUSTMENT:

Unless otherwise authorized in writing by the City, Contractor shall comply with Labor Code Sections 1774 and 1775. The current schedule of prevailing wage rates supplied by the State Department of Industrial Relations can be found at www.dir.ca.gov/OPRL/PWD/index.htm or by writing to the Department of Labor Relations (see page 24 for address). The City shall not supply copies of this schedule for posting on the job site unless specifically requested to do so by the Contractor. If the Contractor intends to use a craft or classification not shown on the general prevailing wage determinations, it may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations effective at the time of the purchase order. If the Contractor intends to use a craft or classification not shown, it shall notify the City at least five (5) working days before the execution of the purchase order. It is the Contractor's obligation to ensure that prevailing wages are paid on this project in conformance with State law and regulations.

1.15 CALIFORNIA LABOR CODE - SECTION 1060-1065: CHAPTER 4.5. DISPLACED JANITOR OPPORTUNITY ACT:

The Displaced Janitor Opportunity Act requires janitorial contractors and subcontractors that secure a new building service contract to continue employing the janitors of the former contractor or subcontractor for a 60-day transition employment period. At the end of the 60-day transition employment period, the new contractor is required to provide a written evaluation of each janitor's job performance and to continue employing

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janitors whose performance has been satisfactory. The law applies to janitorial companies with at least 25 janitors.

END OF GENERAL PROVISIONS

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2.0 SPECIAL PROVISIONS

2.1 EXAMINATION OF THE SITES:

The bidder shall examine carefully the site of the work contemplated and the bid and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantity of materials to be furnished and as to the requirements of the Contract Documents.

The bidder represents that he or she is fully qualified to perform this examination and review.

If the bidder determines that any portion of the site or the Contract Documents present any interpretation problems of any kind, the bidder shall note such a determination upon this bid form. Failure to note any such determination shall be conclusive evidence of acceptance by the bidder of the sufficiency of the Contract Documents.

2.2 WORK SCHEDULES:

Janitorial work is generally to be performed during "off hours" to minimize interference with normal building use. The Janitorial Contractor will provide twenty-four (24) hour emergency response service seven days a week. Contractor shall respond to the work site within 2 hours of emergency request notification.

2.3 CONTRACT SUPERVISION:

A Contractor Supervisor will inspect the contract work at least once per week and determine if quality of standards are being met. This supervisor is to be designated by the Contractor to work closely with facility managers at each building. The Facilities Division Manager will provide a list of such managers to the Contractor. The company supervisor is to inspect the work not less than once a week at a designated time and communicate with each facility manager not less than every two weeks. All supervisory personnel shall have the ability to communicate effectively in the English language.

2.4 STAFFING:

Contractor shall guarantee that all employees shall be satisfactory to City facility management.

2.5 CONFERENCE PRIOR TO START OF WORK:

After the contract is awarded, the Janitorial Contractor, or his designated representative and his employees who will be doing the janitorial work, shall attend the Conference for the purpose of reviewing the specifications.

2.6 QUALIFICATIONS OF EMPLOYEES:

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The City of Burlingame may require removal from janitorial work or supervision, those Contractor employees, which it deems incompetent, careless or otherwise objectionable to the public interest. The Contractor shall provide at the commencement of the contract a complete list of all employees assigned to perform the contract work. All of the Contractor's employees will be required to wear a company uniform, identifying Contractor and employee, and shall carry proper visible identification on their person at all times. Contractor will provide names of employees who will be working at City sites. Contractor shall notify the facility manager at each service location or his/her representative immediately in writing of all changes in contract personnel by submitting name and address of employee and effective date of employment or termination. Upon written notice by a City employee that the conduct of any Contractor's personnel is detrimental to the best interests of the public or City, Contractor shall take appropriate action and furnish evidence satisfactory to a City employee of the timely correction of such deficiency. When in the opinion of the City, an employee constitutes a security risk, his/her employment on the contract will be denied.

The Contractor shall assign only employees with cleared Live Scan background results to perform daily janitorial work or supervision at all City facilities. Contractor must use City issued Live Scan forms.

2.7 SUPPLIES & EQUIPMENT:

The Contractor shall furnish and keep in good working order all necessary tools and equipment such as, but not limited to cleaners, mops, brooms, buffers, ladders, hoses, vacuums, etc., and the City may purchase supplies such as, but not limited to, paper and sanitary supplies, liquid hand soap; hair & body shampoo; urinal screens, waste can liners, and batteries from the Contractor. All supplies and/or equipment used by the Contractor must be approved by the Public Works Facilities Division Manager, or his designee. The City may request a change of products to obtain a more satisfactory appearance, odor, or other improvement. Any non-complying equipment or supplies shall be changed out at the request of the Supervisor or his designee. Contractor shall fill all restroom dispensers daily.

Janitorial closets areas shall be kept clean and free of debris and odor at all times. All supplies and equipment shall be sorted in a neat and orderly manner and in such a way as to prevent injury to City or Contractor's employees. An equipment inventory is to be kept with the Contractor's on-site supervisor. All products used by the Contractor shall meet all EPA and Cal OSHA standards. The City will not be held liable for Contractor's failure to comply with these requirements. All products/chemicals will have proper identifying labels affixed to them as well as secondary containers (i.e., spray bottles). Any chemical used in the performance of the contract work shall have the appropriate Material Safety Data Sheet in a labeled safety finder in each area/closet in which they are stored.

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If the City purchases janitorial supplies from the Contractor, the Contractor shall supply to the City an itemized expenditure report for the actual monthly costs for supplies used for each facility. Contractor and City shall meet two (2) times annually to review such supply cost. Should the actual cost vary significantly from the City's estimated monthly cost, the contract administrator shall negotiate to make equitable adjustments in such situations.

2.8 STORAGE:

All supplies and equipment will be stored at site by the Contractor in a neat and orderly manner in locked janitorial closets which are to be kept as clean as any other portion of the building for City work only. All cleaning agents shall be clearly labeled. Any hazardous material stored at City sites must be approved in writing by the Facilities Division Manager.

2.9 COMMUNICATIONS:

The Contractor shall provide a telephone number for urgent/emergency requests and an email address to communicate non-urgent requests. Contractor shall respond within 15 minutes by phone for urgent/emergency requests.

2.10 SUPERVISION:

The Contractor will assign a supervisor to provide a minimum of three (3) site visits per week during all scheduled cleaning hours. This janitorial supervisor will be required to speak, read and understand English. A weekly janitorial supervisor's report shall be emailed to the City's Facilities Division Manager or his designee noting any building deficiencies needing correction.

Site supervisor shall carry a cell phone or pager by which the City staff will be able to communicate with him/her.

The Contractor shall provide a list of all employees assigned to each work site. The list shall include name, site and the employee's work schedule.

2.11 INSPECTION OF PREMISES:

The Contractor shall inform each employee that the employee shall be required to sign a "Verification of Services Performed Log" each day after work is completed and record the start and end time of their work each day. This log will be located at each service location. The supervisor shall inspect and rate the level of service performed during his or her site visits. The log shall be posted at all times. The Contractor shall provide and install a time clock for the janitors to use if the City deems necessary.

2.12 CLEANING QUALITY REQUIREMENTS:

Services performed under this contract shall meet Section 2.18. First quality cleaning and provision of restroom supplies will be required. Careless performance of the contract work will not be tolerated. Unsatisfactory work will be called to the attention of the

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Contractor and shall be required to correct the work deficiencies within four (4) hours and improve the overall work results to the satisfaction of the facility manager or his/her representative. Contractor shall respond to the work site within (1) hour should unsatisfactory work cause an unsafe condition as determined by the City. Failure by the Contractor to comply with such requests will result in a penalty of \$100 per occurrence and cost charged by others to perform the corrective work and may result in termination of the contract. Notification of unsatisfactory work shall be deemed given as soon as the City leaves telephone or fax message notifying Contractor of unsatisfactory work. Contractor shall provide telephone and fax numbers for this purpose.

- 2.13 **SECURITY:** All areas shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the Contractor will be furnished by the City to designated Contractor employees on a custody receipt and shall be returned to the City on demand. Any loss of keys must be reported to the City representative immediately. Building keys are to be made only by the City. A lost or stolen building key will jeopardize the security of that particular City facility and the Contractor shall be completely responsible for all cost incurred by the City in re-keying the lock system. Contractor is advised that this process could be very costly.

Security systems (where installed) shall be properly disarmed and armed each time after-hours access is made. All exiting doors are to remain locked while the Contractor is in the space, except for designated doors to remain open for meetings. Do not block open occupant or exterior doors for any reason. Close and lock any exterior windows. Contractor will be charged for false alarms due to buildings left unsecured.

- 2.14 **CLEANING SCHEDULES:**
 The successful Contractor will be required to furnish to each facility manager (or his/her representative) a yearly work schedule(s). Please refer to the "Schedule of Work to be Performed" and "Special Building Provisions" on pages 43-60.

- 2.15 **CLEANING HOURS AND HOLIDAYS:**

Cleaning Hours:

1. **City Hall** is to be provided (5) days per week; Monday to Friday between the hours of 6 P.M. to 6 A.M.
2. **Main Library** is to be provided (7) days per week between the hours of 10 P.M. to 6 A.M.
3. **Easton Library** is to be provided (3) days per week; Monday, Wednesday and Friday between the hours of 10 P.M. to 6 A.M.
4. **Public Works Corp Yard** is to be provided (5) days per week; Monday to Friday between the hours of 6 P.M. to 6 A.M.

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- 5. **Police Station** is to be provided (6) days per week; Monday to Friday between the hours of 6 P.M. to 6 A.M., and Sunday between the hours of 8 A.M. to 8 P.M.
- 6. **Village Park Preschool** is to be provided (5) days per week; Monday to Friday between the hours of 4 P.M. to 6 A.M.
- 7. **Parks Corp Yard** is to be provided (2) days per week; Monday and Thursday between the hours of 6 P.M. to 6 A.M.
- 8. **Depot** is to be provided (3) days per week; Monday, Wednesday, Friday between the hours of 6 P.M. to 6 A.M.
- 9. **Community Center** is to be provided six (6) days per week, Monday to Saturday between the hours of 12 A.M. to 6 A.M.

The Contractor shall make aware of current meeting schedules, holidays, and other work routines within the facility and conduct his work in such a manner as to cause no interference with the execution of City business.

Holidays:

There are eleven (11) City holidays on which the Contractor may need to provide service to City facilities, upon request from the Facilities Division Manager. Contractor shall list an hourly rate per person for holiday work, if required. Public Works Corp Yard observes one additional holiday, Admissions Day (usually on September 9).

HOLIDAYS		
New Year’s Day	Martin Luther King, Jr’s Birthday	Presidents Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day	Admissions Day (PW Corp Yard & Parks Yard only)

2.16 **RECYCLABLE MATERIALS:**

The Contractor will be required to collect recyclable materials separated by staff. The Contractor shall keep recyclable materials separated and consolidate those materials into the appropriate containers for that facility. The recycled materials that will be collected and handled separately will include mixed paper, cardboard, recyclable cans and bottles, and other materials as designated by the City. There shall be no cross contamination of separated recyclable materials by the Contractor nor shall these recyclable materials be discarded as trash.

Cardboard boxes will be broken down by the Contractor when left in designated areas and will be handled and consolidated as mixed paper.

The Contractor understands that there may be changes, additions or even reductions to the number of categories or handling of recyclable materials, due to the availability of new recycling or more consolidated recycling opportunities.

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The following recycling issues will be reported to the appropriate City staff person by the contract supervisor:

Contamination: Recycling bins that are consistently contaminated with garbage or inappropriate materials for that container.

Recyclables in Garbage: Garbage cans that are consistently rich in recyclable paper, bottles, cans, or cardboard.

Disrepair: Disrepair of recycling bins affecting the proper handling of recyclables.

Insufficient Capacity: Recycling bins that are consistently overflowing or unable to handle the load of materials.

Non-Participation: Evidence that common recycling practices are being ignored in specific areas or by specific employees.

2.17 DEFINITIONS:

Prestige service requires regularly scheduled cleaning of surfaces regardless of whether dirt is visible. Examples include daily cleaning of counters and regular vacuuming of carpeted areas.

Basic service entails the cleaning of visible dirt from surfaces.

Floor Coverings: Floor coverings vary in each building. They may include, but not be limited to: carpet, vinyl, terrazzo, ceramic tile, concrete, and wood floor coverings. The Contractor shall be responsible for performing the prescribed and appropriate cleaning method for each type of floor covering. A double mop system shall be used. Restroom mops shall be different from all other areas.

Carpeted Floors and Floor Mats: Vacuum carpets with an industrial-grade vacuum. Vacuum the entire carpeted area, including under chairs, tables, around furniture legs and other easily moved items. Return moved items to their original position. Pick up staples and other hard to remove items by hand if necessary. Vacuum hard to reach areas such as behind desks and furniture as needed. The carpet shall be free of visible dirt, litter, and soil.

Inspect carpet for spots and remove immediately. Remove spots with an appropriate industrial-grade spot-removing solution using the manufacturer's recommended techniques. Carpet spots are dirty spots on the carpet that are less than one (1) square foot in size. Report any tears, burns, or unraveling to the Facilities Division Manager.

Clean and extract all carpets as specified in contract with approved equipment and materials. Follow manufacturer's recommendations for proper cleaning procedures. Provide 48 hours' notice to City representative prior to performing this service at each location. City approval of work schedule must be received before proceeding.

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2.18 SCHEDULE OF WORK TO BE PERFORMED:

The following services shall be performed in all buildings. All equipment and materials shall be used per manufacturer's directions for each application. See the "Building Provisions" listed under each building for additional specifications which are specific to each site and may include or vary from these services. *(Continued on next page)*

2.19 DAY PORTER:

The City is requesting a Day Porter for 8 hours a day starting at 8:00 A.M. to 5:00 P.M., Monday to Friday. Day Porter will be required to go from building to building as needed.

Day porter is responsible for making sure the facilities look neat and presentable to the public. They help uphold the image of a facility by performing basic maintenance tasks including but not limited to:

- Prepare conference rooms before and after important meetings.
- Clean all common room areas including the kitchen, cafeteria, lobby, break room elevators, and stairwell.
- When applicable, place safety hazard signs in the building including wet floor warning signs.
- Monitor, clean, and service restrooms.
- Respond to any major spills or other cleaning crises.
- Remove litter and rubbish from main common rooms.

Estimated Time at Each Building:

- 1.5 hours – Donnelly Parking Garage 8:00 A.M. - 9:30 A.M.
- 1.5 hours – Highland Parking Garage 9:30 A.M. – 11:00 A.M.
- 2 hours – Combined for City Hall, Public Works Corp Yard and Police Station. 11 A.M. to 2 P.M.
- 3 hours – Main Library 2:00 P.M. – 5 P.M.

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2.18 SCHEDULE OF WORK TO BE PERFORMED (continued)

General Guidelines	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Keep all doors locked while cleaning	x				
Lock all doors and leave only designated lights on (when exiting)	x				
Keep custodial closets neat and orderly	x				
Gather trash and recycling and place in specific dumpsters	x				
Keep receptacles clean and replace soiled liners	x				
Clean lobby door glass (inside and out)	x				
Clean all lobby entryway and exterior mats	x				
Clean and sanitize receptionist countertops and work areas	x				
Wipe down and sanitize drinking fountains	x				
Clean stairwells	x				
Clean and sanitize high touch points on doors	x				
Clean, dust, and align furniture	x				
Report any occurrence that may be out of the ordinary	x				
Spot clean high traffic area carpets	x				
Wipe and sanitize handrails	x				
Vacuum lobby carpet	x				
Clean and polish door kick plates and thresholds		x			
Dust all cleared work surfaces and low partition walls		x			
Remove cobwebs		x			
High dust all cleared horizontal surfaces			x		
Detail dust window ledges, blinds, picture frames, & moldings			x		
Clean window ledges and partitions			x		
Clean and dust all overhead HVAC vents				x	
Vacuum lobby upholstered furniture				x	

Dly = Daily
Wkly = Weekly
Mthly = Monthly
Qrtly = Quarterly
Yrly = Yearly

Continued on next page.

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2.18 SCHEDULE OF WORK TO BE PERFORMED (continued)

Restrooms/ Showers/Holding Cells (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean and sanitize all dispensers and receptacles	x				
Empty, clean, and disinfect sanitary napkin receptacles	x				
Fill all dispensers	x				
Clean and sanitize all fixtures, toilets and urinals	x				
Clean mirrors	x				
Clean and sanitize all partitions doors, partitions and vanity surfaces		x			
Clean and sanitize all floor and mats	x				
Clean and disinfect showers	x				
Clean and disinfect walls		x			
Clean walls and exterior of lockers			x		
Machine scrub all shower and restroom floors			x		
Detail clean grout lines in shower walls				x	

Kitchens/Break Rooms/Classrooms (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean and sanitize countertops, sinks, tables, microwaves, cook tops, cabinet handles, refrigerator handles	x				
Clean cabinet doors and replenish supplies	x				
Wipe down interior of refrigerator					2x

Dly = Daily
Wkly = Weekly
Mthly = Monthly
Qrtly = Quarterly
Yrly = Yearly

** Prestige service requires regularly scheduled cleaning of surfaces regardless of whether dirt is visible. Examples include daily cleaning of counters and regular vacuuming of carpeted areas. See Section 2.17 for additional information.

Continued on next page.

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2.18 SCHEDULE OF WORK TO BE PERFORMED (continued)

Hard Floor Care	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Sweep, dust mop and/or damp mop all hard floor surfaces	x				
Sweep, damp mop, & disinfect all restroom and shower floors	x				
Hardwood floors – Sweep and damp mop	x				
Machine scrub all tile floors					x
Strip and wax VCT areas					2x

Carpet Floor Care	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Spot clean high traffic area carpets	x				
Vacuum all carpet		x			
Spot clean all other carpet			x		
Shampoo and extract carpets					x
Shampoo and extract carpets at Police Station break room, reports room, and Dispatch					2x

Utility Services	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Wash all interior perimeter glass					x
Wash all exterior perimeter glass					x

Dly = Daily
Wkly = Weekly
Mthly = Monthly
Qrtly = Quarterly
Yrly = Yearly

END OF SPECIAL PROVISIONS

CITY OF BURLINGAME
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3.0 SPECIAL BUILDING PROVISIONS

These Special Building Provisions supplement the Special Provisions. All unit measures listed in all sections are estimates only.

3.1 CITY HALL, 501 Primrose Road

City Hall houses the administrative offices in a two-story structure. The facility includes a Council Chamber for public meetings and two smaller Conference Rooms (A and B).

- Gross area: 26,000 square feet (sq. ft.)
- Floor covering: Approx. 14,033 sq. ft. of carpet and 6,140 sq. ft. of hard surface.
- Space to be maintained: Approx. 20,209 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Entryways (3)	540	Aggregate Concrete	6 glass doors, 14 windows
Lobby	729	Carpet	
General Office Area			
First floor	4,860	Carpet	Private restroom in City Manager's office (sink & toilet)
Second floor	4,860	Carpet	
Meeting Rooms			
Council Chambers	2,430	Carpet	Restroom (1 sink & toilet) 6 tables; 25 chairs; 1 table; 8 chairs
Caucus Room	270	Carpet	
Conference Room A	384	Carpet	
Conference Room B	216	Carpet	
Restrooms			
First Floor (3)	332	Tile / Carpet	6 sinks, 5 toilets, 1 urinal Couch and tables 4 sinks, 4 toilets, 2 urinals
Wmn's Lounge Area	32	Carpet	
Second Floor	216	Tile	
Lunchroom / Breakroom	288	Vinyl	4 tables; 12 chairs Appliances: sink, refrigerator, microwave
Other Areas:			
Mail room	216	Carpet	30 Stairs, 8 landings
Stairs		Linoleum	
Elevator	36	Linoleum	Sweeping
Garage	4,800	Concrete	

City Hall continued on next page.

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CITY HALL, 501 Primrose Road (continued)

BUILDING PROVISIONS:

1. Council member parking signs need to be removed and stored at the proper locations on council meeting nights.
2. Security:
 - The exterior doors at the City Hall building will automatically lock at 5 P.M.
 - Turn lights on in working area only, and then turn off before leaving.
 - Keep all department main doors locked when area has been completed.

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3.2 MAIN LIBRARY, 480 PRIMROSE ROAD

The Main Library is a three-story structure consisting of administrative offices, an atrium, conference room, and meeting room.

- Gross area: 45,000 sq. ft.
- Floor covering: Approx. 28,000 sq. ft. of carpet and 4,679 sq. ft. of hard surface.
- Space to be maintained: Approx. 33,414 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Entryways (1)	3,212	Ceramic Tile	2 doors
1 st Floor (ML)			
Circulation Desk	210	Cork floor	
Reference	154	Cork floor	
Children's Admin.	91	Cork Floor	
Office Areas			
Lower level (LL) (2)	162	Carpet	
Main level (ML) (2)	570	Carpet	
Upper level (UL)	3,504	Carpet	Main Administration Floor
Meeting Rooms			
Lane Community	1,344	Carpet	
Board Room	448	Carpet	
Upper lever meeting	550	Carpet	
Study Rooms (3)		Carpet	Lower Level (2) Main Level (1)
Hallways	1,156	Carpet	
Restrooms (7)			
Lower Level (2)	324	Ceramic Tile	3 sinks, 4 toilets, 2 urinals
Main Level (3)	360	Ceramic Tile	5 sinks, 6 toilets, 2 urinals
Upper Level (2)	128	Ceramic Tile	4 sinks, 4 toilets, 2 urinals
Stairways (3)			
Main Staircase		Ceramic Tile	
Back of House		Resilient Flooring	
Stairwells		Concrete	5 landings, 6 sets of stairs between landings
Staff Elevator	50	Carpet	
Public Elevator	50	Carpet	
Public Areas			Patrons daily
Lower level	7,662	Carpet	
Main level	9,926	Carpet	
Upper level	4,063	Carpet	
Windows (172)			Includes 12 Patio Doors
Wooden blinds (46)			Public Areas
Mini-Blinds (63)			Administration Areas

Main Library continued on next page.

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MAIN LIBRARY, 480 PRIMROSE ROAD (continued)

BUILDING PROVISIONS:

- Provide detailed step by step schedule of daily cleaning.
 - Keep all toilet seats down after cleaning.
 - Wipe and sanitize all public tables, study stations, and internet stations daily (desk and keyboards).
 - Services not required: (in house custodian will perform)
 - cleaning of kitchen/break room/administration offices
 - emptying garbage and recycling for offices & kitchen/break room
1. Dusting:
 - dusting of tops of book shelves and wooden blinds throughout facility including administration office areas shall be dusted once a month
 2. Storage of Equipment:
 - any and all equipment kept on property must be marked with company name and kept in designated room(s) in a clean working order
 4. Damp mop ceramic tile on all levels on a weekly basis. This may require more frequency in winter months/rainy weather.
 5. Elevators: wipe down all walls/panels.
 6. Check and clean the Lane Community Room as needed.
 7. Machine scrub all restroom floors monthly as indicated in the Section 2.18 Schedule of work to be performed.

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3.3 EASTON LIBRARY, 1800 Easton Drive

The Easton branch library is a one-story structure consisting of two restrooms, an administrative office and an open area with tables, computer terminals and bookshelves.

- Gross area: 2,500 sq. ft.
- Floor covering: Approx. 700 sq. ft. of carpet, 1,400 sq. ft. of hardwood, and 400 sq. ft. of ceramic tile.
- Space to be maintained: Approx. 2,500 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Entryway (1)	50	Carpet	2 glass doors
Main Room	1,100	Wood	
Children's	476	Carpet	
Lion's Den	100	Carpet	
Secret Garden	130	Colored Concrete	
Restrooms (2)	600	Tile	2 urinals, 2 toilets, 2 sinks
Office	120	Carpet	
Windows (14)			2 doors with lit panes

BUILDING PROVISIONS:

1. Clean all hard floors on nights of service.

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3.4 PUBLIC WORKS CORPORATION YARD, 1361 N. CAROLAN AVE.

The Public Works Corporation Yard houses the administrative offices of the Public Works Maintenance Division. The facility consists of two separate buildings: a two-story facility which houses the majority of administrative employees, and a single-story facility which houses the Auto Shop and Facilities Maintenance. The facility includes a locker area and lunchrooms.

- Gross area: 43,000 sq. ft.
- Floor covering: Approx. 4,378 sq. ft. of carpet and 6,376 sq. ft. of hard surface.
- Space to be maintained: Approx. 10,754 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Entryway (1)	204	Linoleum	2 glass doors / Building A
Office Areas			
Bld. A, First floor	200	Linoleum/VCT	
Bld. A, Second floor	2, 868	Carpet	
Bld. A, Second floor	1,580	Vinyl (VCT)	
Building B	462	Carpet	
Building B	454	Vinyl (VCT)	
Conference Rms.			
Large Conference	448	Carpet	Building A, Second floor 1 sink
Hallway	472	Linoleum	
Restrooms (4)			
Bld. A (2)	116	Ceramic Tile	2 sinks, 2 toilets, 2 urinals
Bld. B (2)	56	Ceramic Tile	2 sinks, 2 toilets, 1 shower
Staircase		Linoleum	
Training Room, Lunchroom, Kitchen	900	Linoleum / Carpet	Refrigerators, Microwave, Cooktop & Oven, sink, tables and chairs
Locker Rooms /Restroom			
Men's & Women's	1,400	Ceramic Tile	5 showers, 4 toilets, 3 urinals, 4 sinks
Fitness Room	550	Carpet	
Other Areas:			
Mud Room	120	Ceramic Tile	
Windows (102)			

Public Works Corporation Yard continued on next page.

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PUBLIC WORKS CORPORATION YARD, 1361 N. CAROLAN AVE. (continued)

BUILDING PROVISIONS:

1. Workshop areas are not included in scope.
2. Auto shop hand washing sink in shop area is included in scope.
3. Fitness Room:
 - Spot clean window and mirror glass (prints & smudges) (daily)
 - Fill all dispensers (daily)
 - Fully clean all mirrors (monthly)
 - Wipe down cardio fitness machines and mats (daily)

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3.5 POLICE STATION, 1111 Trousdale Drive

The Police Station is a one-story structure consisting of administrative offices, conference rooms, a training room, and jail cells. The Police Station operates 7 days a week, 24 hours per day.

- Gross area: 23,500 sq. ft.
- Floor covering: Approx. 2,600 sq. ft. of ceramic tile, 5,600 sq. ft. of carpet, 300 sq. ft. of linoleum, and 7,000 sq. ft. of concrete.
- Space to be maintained: Approx. 16,000 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Entryway (1)	500	Ceramic Tile	2 doors
Admin./ Dispatch	800	Carpet	
Office Areas	4,000	Carpet	
Sleeping Quarters	800	Carpet	1 sink, 1 toilet, 1 shower
Hallways	800	Carpet	
Public Restrooms (2)	900	Ceramic Tile	2 toilets, 2 sinks, 1 urinal
Locker Rooms (2)	1,200	Ceramic Tile	5 sinks, 5 toilets, 4 showers, 2 urinals
Fitness Room / Weight Room	500	Rubber Mats	
Lunchroom	300	Linoleum	1 sink, microwave, refrigerator
Stairways (2)	200	Concrete	
Windows (38)			
Garage	6,000	Concrete	
Juvenile Holding Cell (2)	35	Linoleum	

BUILDING PROVISIONS:

1. Inspect and pick up debris in underground parking garage and outside parking lot every Sunday.
2. Clean & extract carpet in Dispatch, break room, and reports room semi-annually.
3. Clean front office and dispatch windows daily.
4. DO NOT EMPTY the paper recycling boxes as paper must be shredded by PD staff.
5. Dust behind computer monitors in Dispatch weekly.
6. Parking Garage:
 - Gather waste from all trash cans, place in specific dumpsters (daily)
7. Fitness Rooms:
 - Sweep, dust mop and/or damp mop all hard floor surfaces (daily)
 - Spot clean window and mirror glass (prints & smudges) (daily)
 - Fill all dispensers (daily)
 - Fully clean all mirrors (monthly)

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3.6 VILLAGE PARK, 1535 CALIFORNIA DRIVE

Village Park is a preschool. It is a one-story building with two activity rooms and a kitchen.

- Gross area: Approx. 2,000 sq. ft.
- Floor covering: Approx. 300 sq. ft. of carpeting and 1,400 sq. ft. of hard surface.
- Space to be maintained: Approx. 1,700 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Entryways (1)	112	Linoleum	2 glass doors & windows
Activity Rooms (2)	1,350	Linoleum	Tables, Chairs, Counters with sinks
Kitchen	112	Linoleum	Refrigerator, stove with oven, microwave, counters, and sink
Restrooms (3)	136	Linoleum	3 sinks, 3 toilets
Windows (16)			Includes doors

BUILDING PROVISIONS:

- This facility is a preschool.
- Prestige service is required.
- Additional holidays that do not require cleaning:
 - Day before and after Thanksgiving
 - Winter break (usually last week of December and first week of January)
 - Week of President's Day
 - Spring Break week (in April)
 - One week in June (usually 2nd week)
- Must use environmentally safe chemicals (green seal certified).
- Wipe down and sanitize tables and countertops, and place chairs on tables (daily).
- Sweep and mop floors (daily).
- Replace tables and chairs to default positions.
- Clean refrigerator, oven, and microwave (monthly).
- Clean and sanitize all door handles and switches (daily).
- Remove cobwebs at all exterior doorways (weekly).
- Clean bathrooms and sinks (daily).
- Strip and wax linoleum (two times per year).
- Clean windows (interior and exterior) (two times per year).

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3.7 PARKS CORPORATION YARD, 420 Carolan Ave

The Parks Corporation Yard houses the Parks Department's maintenance shop, lunch room, locker room and two restrooms, one with a shower.

- Gross area: N/A
- Floor covering and space to be maintained: Approx. 800 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Restroom (2)	200	Linoleum/ Epoxy floor	2 toilets, 2 sinks, 1 shower, 2 urinals
Locker rooms	100	Linoleum	
Kitchen/Break room	350	Linoleum	1 sink, 1 microwave, 1 cook top, 1 refrigerator
Windows (10)			
Office (2)	150	Linoleum	

BUILDING PROVISIONS:

1. Cleaning on Monday and Thursday nights only.

CITY OF BURLINGAME
Request for Bids – Janitorial Services

3.8 DEPOT, 1080 Howard Avenue

The Depot is a one-story structure consisting of one restroom, an administrative office area, and kitchen area.

- Gross area: 470 sq. ft.
- Floor covering: Approx. 325 sq. ft. of carpet and 147 sq. ft. of ceramic tile.
- Space to be maintained: Approx. 470 sq. ft. and is comprised of the following:

AREA	SQUARE FEET	TYPE	COMMENTS
Kitchen Area (1)	63	Ceramic Tile	1 sink
Restroom (1)	54	Ceramic Tile	1 toilet, 1 sink
Office Area	325	Carpet	
Storage Area	30	Ceramic Tile	
Windows (16)	113	Glass	2 glass entryway doors

BUILDING PROVISIONS:

1. Clean all tile and carpet floors on nights of service.

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3.9 COMMUNITY CENTER, 850 BURLINGAME AVENUE

The Community Center is a recreational and social center for the City of Burlingame. It is a two-story building consisting of administrative offices and many activity rooms.

- Gross area: 63,000 sq. ft. (1st Floor ≈ 22,823, 2nd Floor ≈ 13,284, Garage ≈ 26,584)
- Floor covering: Approx. 36,100 sq. ft.
- Space to be maintained: Approx. 36,100 sq. ft. and is comprised of the following:

SURFACE TYPE		APPROX. SQUARE FEET	COMMENTS
C1/C2	Carpet Tile	6,588	
CS-1	Stained Concrete	12,041	
CO-1	Sealed Concrete	3,914	
W-2	Sprung Wood Floor	6,080	
E-1	Resinous Epoxy Flooring – Rough	656	
R- 1,2,3,4	Resilient Floor	4,320	
W-1	Engineered Wood Floor	1,134	
T-1	Porcelain Tile	1,150	
D-1	Pedestal Deck Pavers	251	

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ACTIVITY ROOMS:

1st Floor: Approx. 22,823 sq. ft.

AREA		APPROX. TOTAL SQUARE FEET	COMMENTS	
100	Lobby	528	CS-1	Stained Concrete
101	Reception	293	C-1	Carpet Tiles
102	Police Sub Station	88	C-1	Carpet Tiles
110	Lobby Lounge	407	C-1	Carpet Tiles
120	Acorn Meeting Room	376	C-1	Carpet Tiles
130	Community Hall	3930	W-2	Sprung Wood Floor
131	Platform	374	W-2	Sprung Wood Floor
136	Commercial Kitchen	656	E-1	Resinous Epoxy Floor Rough
140	Teen Scene	794	R-2	Resilient Floor
150	STEAM	1195	R-3	Resilient Floor
160	Kids Town	879	R-4	Resilient Floor
170	Maker's Space	1613	CS-1	Stained Concrete
187	Magnolia Meeting Room	90	C-1	Carpet Tiles
192	Staff Breakroom	135	R-1	Resilient Floor
	Elevator	40	C-1	Carpet Tiles
180- 190 (-187)	Office Areas	1220	C-1	Carpet Tiles
	In Building Restrooms	8 Restrooms	T-1	Porcelain Tiles 10 Sinks

CITY OF BURLINGAME
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		1 Shower 13 Toilets 2 Urinals
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2nd Floor: Approx. 13,284 sq. ft

AREA		APPROX. TOTAL SQUARE FEET	COMMENTS	
200	Upstairs Lobby/Hallway	299	C-1	Carpet Tiles
202	Staff Office	105	C-1	Carpet Tiles
203	Staff Office	118	C-1	Carpet Tiles
212	Senior Lounge	1022	C-1	Carpet Tiles
220	Maple Meeting Room	1509	C-2	Carpet Tiles
230	Music Arts	432	C-1	Carpet Tiles
240	Fine Arts	1120	R-2	Resilient Floor
250	Dance + Fitness	1776	W-2	Sprung Wood Floor
260	Elm A Classroom	503	W-1	Engineered Wood Floor
270	Elm B Classroom	631	W-1	Engineered Wood Floor
	Restrooms	2 Restrooms	3 Sinks 4 Toilets 2 Urinals	

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COMMUNITY CENTER, 850 BURLINGAME AVENUE

SCHEDULE OF WORK TO BE PERFORMED

General Guidelines	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Keep all doors locked while cleaning	x				
Lock all doors and leave only designated lights on (when exiting)	x				
Keep custodial closets neat and orderly	x				
Gather trash and recycling and place in specific dumpsters	x				
Clean and dust all overhead HVAC vents				x*	
Report any occurrences that may be out of the ordinary	x				
Strip and wax Community Room and Dance Studio					2x*
Shampoo and extract carpets					2x*
Clean interior and exterior of perimeter glass when requested, (perimeter glass is glass that is on the building envelope). This work is to be billed separately and is not included in the monthly cost.					
Clean all partition glass (all interior glass that is not part of the perimeter glass)					x

Restrooms/ Showers (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean and sanitize all dispensers and receptacles	x				
Empty, clean, and disinfect sanitary napkin receptacles	x				
Fill all dispensers	x				
Clean and sanitize all fixtures, toilets and urinals and counter surfaces	x				
Clean mirrors	x				

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Clean and sanitize all partitions doors, and partitions		X			
Clean and sanitize all floor and mats	X				
Clean walls				X*	
Clean all doors and hardware				X*	
Machine scrub restroom floors				X*	
Detail clean grout lines in shower walls				X*	

Break Room/Classrooms/Meeting Rooms (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean and sanitize countertops, sinks, & tables	X				
Replenish supplies	X				
Wipe interior of refrigerator & microwave					2x*
Clean/Sanitize, cabinets, & refrigerator handles		X			
Spot clean walls	X				
Spot clean floors	X				
Vacuum/dust mop/mop floors		X			
Dust TV's and monitors			X		

Community Hall (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Dust mop floor	X				
Mop floor		X			
Spot clean walls	X				
High and low dust (see definition for high and low dust)			X		

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Clean all doors and hardware				X*	
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Commercial Kitchen (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean and sanitize countertops, sinks, tables	X				
Clean cabinet doors	X				
Wipe interior of refrigerators & microwave					2x*
Clean/Sanitize sinks, cooktops, cabinets and refrigerator handles		X			
Spot clean walls	X				
Replenish supplies	X				

Hallways and Lobby Stairs (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean & sanitize drinking fountains	X				
Clean all doors and hardware				X*	
Empty and wipe down refuse bins	X				
Remove cobwebs				X*	
High and low dust (see definition for high and low dust)			X		
Wipe and sanitize handrails	X				
Vacuum carpets & dust mop concrete floors	X				
Spot mop concrete	X				
Mop concrete			X		
Spot clean walls	X				

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Staff Hallway & Offices (Monday – Friday only) (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Vacuum floors	x				
Clean all doors and hardware				x	
Hi and low dust (see definition for hi and low dust)			x		
Remove cobwebs	x			x	
Spot clean light switches and door knobs	x				
Vacuum upholstered furniture				x	
Dust work surfaces (desks & counters), behind computers, printers and under keyboards			x		
Dust TV's and monitors			x		

Elevator (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Vacuum interior floor	x				
Wipe, clean, & sanitize interior and exteriors panels	x				
Clean doors			x		

Stairwells from garage (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Sweep and/or vacuum as needed		x			
Wipe and sanitize hand rails		x			
Emergency stairwells cleaning not needed					

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Lobbies (upstairs and down) & Reception Desk (Prestige service**)	Frequency				
Service Description	Dly	Wkly	Mthly	Qrtly	Yrly
Clean & sanitize exterior of refuse/recycle bins	x				
Fill all (hand sanitizers) dispensers (not bottle dispensers)	x				
Wipe down and sanitize reception counter top and work areas		X (every Saturday)			
Vacuum carpets and entryway and exterior mats	x				
Vacuum upholstered furniture				x*	
High and Low dust			x		
Spot clean walls	x				
Dust TV's and monitors			x		

Dly = Daily

Wkly = Weekly

Mthly = Monthly

Qrtly = Quarterly

Yrly = Yearly

x* - Date to be scheduled with City staff

** Prestige service requires regularly scheduled cleaning of surfaces regardless of whether dirt is visible. Examples include daily cleaning of counters and regular vacuuming of carpeted areas.

Definition of High Dust – removal of dust, cobwebs, from all fixtures and surfaces above 5' from the floor including window blinds/shades, ceiling fixtures, air ducts, ceiling fans, etc.

Definition of Low Dust- removal of dust, cobwebs, etc. below desk level including filing cabinets, furniture, equipment, and baseboards.

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SCHEDULE OF WORK TO BE PERFORMED (continued)

1st Floor Care				
Area		Comments		Maintenance Procedures
			Maintenance Guide	
100	Social Lounge	CS-1 Stained Concrete	Attachment H	See Maintenance Section, pg. 3
101	Reception	C-1 Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
102	Police	C-1 Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
110	Social Lounge	C-1 Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
120	Conference Room	C-1 Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
130	Community Hall	W-2 Sprung Wood Floor	Attachment G	See Daily Care Section, pg.1
131	Platform	W-2 Sprung Wood Floor	Attachment G	See Daily Care Section, pg. 1
136	Commercial Kitchen	E-1 Resinous Epoxy Floor Rough	Attachment E	See Cleaning Guidelines, pg. 4
140	Teen Scene	R-2 Resilient Floor	Attachment D	See Care and Maintenance, pgs. 1-3
150	Mid-Kids	R-3 Resilient Floor	Attachment D	See Care and Maintenance, pgs. 1-3
160	Kids Town	R-4 Resilient Floor	Attachment D	See Care and Maintenance, pgs. 1-3
170	Tech/Creative Arts Studio	CS-1 Stained Concrete	Attachment H	See Maintenance Section, pg. 3

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187	Conference Room	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
192	Staff Breakroom	R-1	Resilient Floor	Attachment D	See Care and Maintenance, pgs. 1-3
	Elevator	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
180- 190	Office Areas	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
111	Restrooms (Parks Restroom not included)	T-1	Porcelain Tiles	Attachment C	See General Recommendations, pgs. 1-2

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SCHEDULE OF WORK TO BE PERFORMED (continued)

2nd Floor Care					
Area		Comments		Maintenance Guide	Maintenance Procedures
200	Social Lounge and Hallways	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
202	Coordinator Room	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
203	Supervisor Room	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
212	Active Lounge	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
220	Meeting Room	C-2	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
230	Music Art	C-1	Carpet Tiles	Attachment A	See Carpet Maintenance Checklist, pgs. 1-2
240	Fine Arts	R-2	Resilient Floor	Attachment D	See Care and Maintenance, pgs. 1-3
250	Dance + Fitness	W-2	Sprung Wood Floor	Attachment G	See Daily Care Section, pg. 1
260	Enrichment Classroom	W-1	Engineered Wood Floor	Attachment B	See Routine Maintenance, pg. 2

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270	Enrichment Classroom	W-1	Engineered Wood Floor	Attachment B	See Routine Maintenance, pg. 2
	Restrooms	T1	Porcelain Tiles	Attachment C	See General Recommendations, pgs. 1-2

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END OF SPECIAL BUILDING PROVISIONS

Maintenance Guidelines



CARPET MAINTENANCE CHECKLIST

1. IDENTIFY AND ADDRESS ALL SOURCES OF SOILING

- Parking lots/ Entrances: By maintaining a clean exterior, dirt coming in the building will be minimized.
- Transition areas (hard surface to carpet): Clean frequently to prevent soil from tracking to carpet.
- Food service areas/Restrooms/Water coolers: Matting may be required in areas where moisture, oil and grease are present.

2. USE ENTRY MATS (KEEP DIRT OUTSIDE)

- Two mat categories
 - Soil Removal — used at exterior entrances to remove soil from shoes
 - Absorbent mats — used inside to prevent moisture from getting on the carpet
- Mats should cover at least 6 footsteps to capture soil transferring from shoes. Additional matting may be necessary during inclement weather.
- Keep mats clean (mats must be properly placed throughout the facility and maintained on a regular basis).

3. VACUUM (THE MOST IMPORTANT PROCESS IN YOUR MAINTENANCE PROGRAM)

- 80 to 85 % of dry soil can be removed by proper vacuuming.
- Select Vacuum cleaners certified in the Carpet and Rug Institute's Seal of Approval (SOA) / Green Label Vacuum Cleaner Program (www.carpet-rug.org)
- Commercial, dual—motor upright, top—loading vacuums are recommended.
- Maintain working condition of vacuums with special attention to the bag (empty when half full).

4. PROMPTLY ADDRESS SPOTS AND SPILLS

- Use General Soil Spot Removers, like Shaw's TOTALCARE® products for most common spots and spills. (For ordering information call or contact your representative.) Additional cleaning agents (wool safe products) are listed in the Carpet and Rug Institute's Seal of Approval (SOA) Program (www.carpet-rug.org)
- Use solvent spotters for oil/grease (petroleum—based spots). Solvent gels preferred. Follow manufacturer's recommendations when using solvents. Rinsing may be necessary.
- Use specialty products (www.proschoice.com) for set stains where color has been added or altered.
 - CTI Pro's Choice Red Relief (acid dye stains — colored soft drinks, medicines. etc.)

Maintenance Guidelines

CTI Pro's Choice Stain Magic (organic dye stains — coffee, tea, mustard, etc.)

- Some disinfectants contain chemicals that can stain, discolor and cause general harm to your flooring product. Quaternary Ammonium Salts are among those that have been found to be harmful to your flooring when used over time. Take care to choose pH neutral products only.

5. USE INTERIM SYSTEMS TO MANAGE APPEARANCE

- Encapsulation — process using CRI SOA cleaning agents and a dual—cylindrical counter—rotating brush machine for agitation.
 - Always pre—vacuum.
 - Hot water extraction recommended after every third (3rd) encapsulation.
- Walk Behind Extractors — use CRI approved cleaning agents, be sure to operate at lowest speed.
- **NOTE:** Bonnet cleaning is **NOT** recommended!

6. FOLLOW DEEP CLEANING PROCESS

- Hot Water Extraction Process:
 - Always pre—vacuum.
 - Apply an approved pre—spray cleaning agent in the CRI (SOA) Program.
 - Agitate with mechanical brush and allow 10 minutes dwell time.
 - Extract with hot water or use a low pH rinse agent in the machine. We recommend CRI Gold Rated Equipment.
- Examples of Equipment:
 - Truck mount units maintain higher pressure and temperature
 - High Flow Extractors
 - Portable box and wand — minimum 200 psi and approximately 1 gallon of water flow per minute.
- To prevent wicking use air movers to expedite drying. Be sure facility HVAC is on during cleaning and remains on for at least 12 hours afterward.

7. RESOURCES

- Shaw's Technical Support web—based training program is available at https://www.youtube.com/watch?v=wH-y6NbFUos&list=PLPlIybfF4GS2XOHTVtGL_soZZ_Ni0hyr9D
- For Technical assistance or maintenance related questions contact at .

Maintenance Guidelines

SUGGESTED FREQUENCY CHART FOR COMMERCIAL CARPET CARE

Traffic Level	Vacuum	Spot Removal	Interim Cleaning	Hot Water Extraction
Light - Private offices - Cubicles	2+ times per week	As needed	As needed	1 time per year
Moderate - Shared offices - Secondary hallways - Conference rooms - Classrooms	1 time per day	As needed	As needed	2 times per year
Heavy - Common entrances - Elevators - Main hallways - Break rooms - Work rooms - Mail rooms - Patient rooms - Waiting areas	1+ times per day	As needed	Monthly	4 times per year



Maintenance Guidelines

Extra Heavy - Common entrances in severe climates - Cafeterias/food service areas - Extra heavy traffic	1+ times per day	As needed	Weekly	Monthly
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- This chart represents a general guideline; your program should be customized to your specific conditions.
- Extra heavy traffic and soiling conditions require more frequent attention.
- NOTE:** Use of a pile lifter may be a consideration. Pile lifting helps restore the surface pile yarns and helps remove embedded dry sand and soil.



All Nydree Engineered Flooring Products Pedestrian Finish Urethane Finish Maintenance

PREVENTION

- Place mats or throw rugs at doorway exteriors, interiors and pivot areas to help prevent the tracking and grinding of grit, dirt, sand and moisture into the finish. Dirt can be ground into the floor surface and scratch the finish. Excess moisture can damage the wood fiber. Rugs and mats must be made of a breathable material and non-marking rubber to prevent moisture entrapment and finish discoloration.
- Never use excessive amounts of water for cleaning. Never pour any cleaner directly onto flooring. Never wet mop with string type mop. Continually wet mopping a hardwood floor means the floor is continually expanding and shrinking. The resulting stresses and movement of the flooring can cause abnormal and unsightly checking and cracking.
- Never use wax, oil-based soap, multi-purpose cleaners, window cleaner, vinegar, furniture polish or other household cleaning detergents on Nydree Pedestrian Finished Flooring. Remember to wipe up spills immediately.
- Use fabric-faced glides or large (at least 2" in diameter), broad surfaced (at least ¾" in width), barrel-type, double wheel casters (non-marking rubber or polyurethane) on chairs and furniture legs to prevent scratching, scuffing and other damage. Keep glides and casters clean by inspecting regularly to prevent scratching. Replace fabric-faced glides as needed.
- Keep in mind that high heels, cleats and sports shoes can indent the floor surface.
- When moving heavy furniture, equipment, etc., use roller casters and be sure to protect the wood flooring with heavy cloth or cardboard.
- Keep HVAC systems set at 70°F (21 °C) and 30-55% relative humidity. Use a humidifier in the winter months to keep all wood movement and shrinkage to a minimum.
- The sun's UV rays and strong artificial lighting can discolor some hardwood flooring species over time. If possible, periodically rearrange rugs and furniture to allow for even aging of the flooring. Some species darken (cherry) and some species will amber over time (oak).

ROUTINE MAINTENANCE

- Routine, regular maintenance, daily if necessary, should include sweeping, vacuuming or dust mopping with Nydree Flooring Dust Mop Treatment. Walking on a dusty or dirty floor is the fastest way to damage the finish.
- Periodically clean the floor with Bona Pro Series Hardwood Floor Cleaner.

Small Installations

Lightly mist a small area and immediately wipe clean with microfiber cleaning pad. Replace microfiber cleaning pads whenever they become heavily soiled. Pads are machine washable. *Important Tip:* To avoid redistributing dirt and contaminants back onto the floor, rinse the microfiber cleaning pads periodically with clean water. THOROUGHLY wring out cleaning pads before using on the floor.

Large Installations

Pour Bona Pro Series Hardwood Floor Cleaner into a bucket. Soak several large towels in the solution, making sure they are thoroughly wet. THOROUGHLY wring out the towels to remove excess moisture. Wrap a towel around a push broom and tack the floor. (Tacking means to clean until no dirt/dust is left on the floor or towel). To prevent redeposit of dirt and oil, refold towel using clean sides as needed. Pay special attention to corners. Repeat the procedure in each area of the floor until the entire floor has been cleaned.

Commercial Installations – Option #1: With a 175 rpm floor buffer and a white polishing pad, LIGHTLY mist an 8' x 8' area with Bona Pro Series Hardwood Floor Cleaner. Periodically replace the buffing pad as it becomes soiled. Do not allow the cleaner to dry before buffing. **Option #2:** Use Bona Power Scrubber or Autoscrubber using Bona Pro Series Hardwood Floor Cleaner or Bona Deep Clean Solution. Make sure that the water setting is on low.

Spot Cleaning - Apply cleaner to a clean cloth and scrub the area by hand.

REMEDIAL MAINTENANCE

- Food/Water/Pet Urine/Spills.** Immediately absorb spilled foods and liquids with cloth rags or sponges. Once dry, use Bona Pro Series Hardwood Floor Cleaner. Apply solution directly to cloth or sponge. Rub dry immediately.
- Masking Light Scratches.** Apply Zenith Tibet Almond Stick to the scratch only. Wipe excess off with white rag. A touch-up kit made for urethane finishes can also be used. These matching crayons and felt-tipped markers are available at most flooring retailers and hardwood stores.
- Superficial Scratch Removal From Small Area or Individual Plank / Worn or Damaged Finish.** For entire floor recoating use the Bona Prep & Recoat System. Be sure the floor is free from wax, polish or oily residue. Sweep and vacuum the damaged area. Tape off the damaged plank(s) using 3M™ Painters' Pre-Taped Masking Film or 3M™ 2080 Blue Painter's Tape to avoid coating adjacent plank(s). Spray Bona Prep over the flooring to be recoated. Buff the flooring wet using a Bona Conditioning Pad. Remove any residues using a white rag dampened with Bona Prep. Once the flooring has dried, smooth out the scratches in the plank(s) always sanding in the grain direction. Be careful not to completely sand through the finish. Lightly abrade the remainder of the plank(s), so that the new finish will adhere. Tack the plank(s) to remove dust and grit using a white rag dampened with Bona Prep. Allow the flooring to dry completely. Immediately apply 1-2 coats of Nydree Flooring Touch-Up polyurethane or a high quality, satin, name brand urethane, such as Bona Traffic/Traffic HD Satin, or Bona Mega Satin to the entire plank(s). For the smoothest appearance, abrade with a Bona Conditioning pad and tack with a slightly water-dampened white cloth between coats of urethane. Remove blue tape. Allow 24 hours for light traffic, seven days for heavy traffic. *Note: This procedure is for Nydree's standard Pedestrian **Satin 15 gloss** finish. If a custom gloss finish was applied at the factory, the corresponding gloss finish should be used for the repair.*
- Deep Scratches That Cut Through the Finish and/or Wood.** Try the same approach as above, but prior to recoating, try coloring the scratch with a felt-tipped marker from a touch-up kit made for urethane finishes or a readily available stain. If this repair is not acceptable, then the deep scratch can be removed by replacing the plank(s).
- Cigarette Burns.** Use the Deep Scratches method, but more aggressive sanding may be required.
- Chewing Gum/Crayon/Wax.** Apply a plastic bag filled with ice on top of the deposit until it is brittle enough to crumble off. Clean area with Bona Pro Series Hardwood Floor Cleaner.
- Grease/Tar/Oil/Rubber Scuff Marks/Lipstick/Crayon.** Use the Food Spill method. If material remains, use mineral spirits on a cloth. Follow with Bona Pro Series Hardwood Floor Cleaner.

To purchase all Nydree Flooring maintenance products, contact your local sales representative, order maintenance materials from the website www.nydreeflooring.com or call Nydree Flooring Customer Service at 800.682.5698.

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All Nydree Engineered Flooring Products Installation & Initial Maintenance Instructions MRA1585™ Moisture Retarding Adhesive

This Installation Instruction covers all Engineered Flooring manufactured by Nydree Flooring, LLC. All glue down installations require the use of Nydree Flooring MRA1585 Moisture Cured Urethane Adhesive. (Refer to label on container for complete details.) Nydree highly recommends the use of NWFA certified professionals to install all Flooring.

PLANK STORAGE PRIOR TO INSTALLATION

- Flooring must be stored in an enclosed and well-ventilated building. Never store flooring outdoors. Do not store flooring directly on warehouse floors. KEEP FLOORING WRAPPED IN POLYETHYLENE BAG AND ON SKIDS. The storage area within the building should be clean and dry. Ideally the warehouse will be temperature and humidity controlled. Temperature range: 60-90 °F (16-32 °C) and Relative Humidity: 30-55%.
- Do not store flooring outside in non-ventilated 18-wheel truck trailers. Extreme heat developed during the summer months could distort the flooring.
- Nydree Flooring, LLC can not be responsible for damage to flooring caused by improper storage.

ACCLIMATION

Each pallet of Nydree Engineered Hardwood Flooring will arrive to the job site wrapped in a polyethylene bag and typically shrink-wrapped to maintain the flooring at its most desirable installation moisture content. If material needs to be inspected prior to flooring installation, carefully remove the shrink-wrap and lift off polybag. After inspecting, put polybag back over pallet of flooring and secure with tape until installation. DO NOT REMOVE NYDREE ENGINEERED HARDWOOD FLOORING FROM THE POLYBAG UNTIL THE DAY OF INSTALLATION. Flooring that has not been used within a day should be returned to the polybag until ready for installation. No acclimation time is needed or desired when installing flooring. Removing the polybag prior to installation could lead to plank distortion (bowing, crowning, twisting, cupping). Temperature of material and adhesives should be acclimated to 60° - 90°F (15° - 32°C).

DIRECT BOND INSTALLATION METHOD

Note: Install finished flooring from multiple cartons throughout all skids of material to obtain a random distribution of the natural color variation which is an inherent characteristic of genuine hardwoods. To prevent damage, the flooring should be installed as the last step of the construction project.

Preparation

A. All Subfloors

- Nydree Engineered Hardwood Flooring can be installed on, above, or below grade.
- Permanent HVAC must be in operation (2 weeks minimum) and permanent lighting must be provided prior to flooring installation. This is very important when performing any type of moisture test on a concrete slab. (Salamanders are not acceptable)
- Job site temperature should be 60° - 90°F (15° - 32°C). The ideal relative humidity for flooring installation is between 30 and 55%, prior, during and after installation is completed. Keep in mind that if the relative humidity drops below 30% for extended periods, the flooring could shrink causing surface splits and gaps.
- Do not install flooring until all other significant construction work (dry-wall) is complete. Moisture producing activities such as drywall, concrete, masonry, painting and grouting must be complete and cured.
- Use Portland cement-based filler to patch saw-cut control joints (score marks in concrete), cold/construction seams (concrete), cracks, holes, voids, low spots, depressions, grooves, indentations and defects of small areas. Fill level with the surrounding surface. Do not fill or bridge concrete slab expansion joints. These joints must be carried through the flooring surface using an expansion joint covering system. **DO NOT skim coat large areas with extremely thin layers of patching compound.** Sand and/or scour patched areas smooth after material is fully cured according to manufacturer's instructions. Use only quality materials and Portland cement-based patching products. Suggested patching products include: Ardex Feather Finish®, Ardex SD-P®, Bostik Fast Patch 102™, Bostik UltraFinish™ and Durabond Webcrete™ 95.
- Substrate must be clean, sound, and free of wax, dirt, dust, mold, mildew, loose material, grease, oil, coatings, paint, rust, asphalt cutback, old adhesives (carpet), weak powdery concrete, weak powdery gypsum, adhesive removers, efflorescence (white soluble salt deposits on concrete surfaces) and other contaminants that will interfere with the bonding of the adhesive. Scouring using 3 ½ (20 grit) open coat sandpaper can remove most of these materials.
- Verify that substrate is flat to within 3/16" in 10 ft. (5mm per 3m). The substrate must be free from cracks, holes, voids, ridges, projections and other defects impairing performance or appearance.

B. Concrete Slabs

- On-grade/Below-grade slabs: Subslab moisture retarder - Minimum 6 mil (0.15mm), preferred 10 mil (0.25mm) intact, polyethylene vapor retarding membrane beneath slab.
- Acrylic Impregnated Engineered Flooring should not be installed on any concrete subfloor where there is hydrostatic pressure or standing water.
- If a sealer, curing compound, bond breaker, densifier/hardener, prior adhesive or other surface coating has been applied, it must be completely "ground" off by diamond grinding, shot blasting or scarifying. Whenever possible, grind a concrete subfloor to tolerance rather than fill. Sweep and vacuum substrate after grinding or scouring. **DO NOT use sweeping compounds** as most contain oils or waxes which will interfere with the flooring adhesive bond.
- Concrete substrates should NOT be glassy smooth and reflective. Concrete should have a minimum surface profile of CSP-3, similar to that of a broom finished concrete floor for MRA1585 to properly penetrate and bond.

- New slab cure min. 30 days, preferably 60.
- Temperature of concrete should be above 60°F(15°C), but should not exceed 90°F(32°C).
- Concrete must be clean, sound, free from contaminants and dry regardless of concrete age, history or grade level. Slab concrete moisture test results determine the application rate of the MRA1585 adhesive.

Calcium Chloride results up to 15 lbs./1000 sf/24 hrs and in-situ Relative Humidity results up to 85%.
The adhesive is applied with a 3/16" x 5/32" V-Notch trowel at a rate that does not exceed 50 square feet per gallon.

Any Calcium Chloride result **greater** than 15 lbs./1000 sf/24 hrs or any in-situ Relative Humidity result **greater** than 85%.
The adhesive is applied with a 1/4" x 3/16" V-Notch trowel at a rate that does not exceed 35 square feet per gallon.

The protocol for Calcium Chloride testing (ASTM F1869) and in-situ relative humidity testing (ASTM F2170) must be followed precisely for warranty consideration. If both tests are performed, the in-situ RH test is always the qualifying standard. Calcium Chloride Test kits are available from Nydree Flooring. If there is concern over any excessive future subfloor moisture, always use the 1/4" x 3/16" V-Notch trowel application rate.

- Concrete ph level is not a concern using MRA1585 adhesive.

C. Self-Leveling Underlayments

- If self-leveling underlayments are used, they must dry sufficiently (Run moisture tests) and dry hard (not dusty/powdery). Self-leveling underlayments must have a compressive strength equal to or greater than 2000 psi.
- Gypsum-based self-leveling underlayments must be dry, "above-grade" installations where the gypsum has dried hard (not dusty/powdery), and the Gypsum has a compressive strength equal to or greater than 2000 psi.
- Suggested products include: Ardex K 15®, Bostik SL-150™ and Durabond Durallevel™ 83P.
- Nydree Flooring, LLC can not be responsible for strength, adhesion, or general performance of underlayments as proper compounding and preparation of subsurface are the responsibility of the installer.

D. Plywood Overlays

- Good quality plywood, properly secured, makes an excellent subfloor.
- When using plywood as an underlayment 1/4" (6.4mm) or thicker APA-CDX grade plywood is recommended.
- Follow underlayment manufacturer's installation instructions for spacing and fastening. Do not intentionally leave spacing or gaps between panels. Gently butt panels together. Stagger plywood underlayment joints avoiding subfloor seams and leave 1/4" (6.4mm) expansion space at all vertical obstructions. Ensure that all nail/staple/screw heads are set flush with or below surface. Sand high edges of plywood underlayment joints level.
- Particleboard, flakeboard, chipboard, OSB, waferboard, masonite, hardboard and Meranti/Lauan are not approved substrates.
- Verify that the plywood is clean, acclimated (24-48 hrs.) and dry. The reading on any wood moisture meter should be less than 12%.

E. Structural Suspended Plywood or AdvanTech T&G Subfloors

- Use 5/8" (16mm) or 3/4" (19mm) APA-CDX grade (or better) underlayment plywood when joists on center are 16" or less. Use 3/4" (19mm) APA-CDX grade plywood or 23/32" AdvanTech when joists on center are 19.2" or less. Allow 1/8"-1/4" (3.2-6.4mm) expansion space between sheets with staggered joints. When installing, leave 1/4" (6.4mm) minimum expansion space at all vertical obstructions. Always install panels with long dimension perpendicular to supports.
- Ensure that all nail/staple/screw heads are set flush with or below surface. Sand high edges of plywood joints level.
- Particleboard, flakeboard, chipboard, OSB, waferboard, masonite, hardboard, and Meranti/Lauan are not approved structural substrates.
- Verify that the plywood is clean, acclimated(24-48hrs.) and dry. The reading on a wood moisture meter should be less than 12%.

F. Existing Engineered Wood Flooring

- Must be sanded smooth to remove varnish or urethane finish, high edges, chips, or other contaminants.
- Must be clean, structurally sound, well bonded, flat to within 3/16" in 10 ft. (5mm per 3m), well nailed and/or glued, free of voids and with joints that do not exceed 1/4" (6.4mm). Ensure that all nail heads are set flush with or below surface.
- Install perpendicular to existing engineered wood flooring, whenever possible.
- Verify that the existing wood subfloor is dry. The reading on any wood moisture meter should be less than 12%.

G. Acoustical Underlayments

- Glued Down Eco-Silencer HD FOF is the preferred acoustical underlayment for all Nydree Engineered Flooring (available through Nydree customer service). See separate installation instructions.
- Glued Down Cork Underlayment (AcoustiCORK, WECU Soundless, Bostik Natural Cork), Ecore-QTscu, Impacta ProBase (92% post consumer recycled content) and Dura-son 3.5mm provides a suitable sound barrier for all Nydree Engineered Flooring products. Glue down acoustical underlayment according to manufacturer's installation instructions.
- If any Calcium Chloride test is equal/greater than 3 lbs. or any insitu relative humidity test is equal/greater than 75%, then acoustical underlayment can not be used unless an approved moisture mitigation system is applied first. Koster VAP I 1200 is highly recommended.

H. Radiant Heated Floors (Hydronic)

- All concrete should be dry (Run moisture tests).
- System should be running for at least one week prior to flooring installation regardless of the season. Make sure there are no leaks in the system that could damage the flooring.
- Turn off radiant heat system at least 4 hours prior to starting installation and wait at least 3 days after the flooring installation to turn the radiant heat system back on. Flooring and adhesive should never come in direct contact with heating tubes.
- Maximum boiler temperature of 110°F (43°C). Maximum slab/floor temperature of 85°F (29°C).
- It is important that the relative humidity be maintained between 30 and 55% when radiant heating is used to prevent splitting and gapping of the flooring.
- Maxxon Therma-Floor radiant heating system is an acceptable subfloor.

- I. Terrazzo, Marble/Ceramic/Clay Tile and Epoxy Poured Floors
- Terrazzo, marble, ceramic tile, clay tile and epoxy poured floors provide a suitable surface provided they are flat and structurally firm and dry. (Remove a piece of material to allow moisture tests to be run).
 - Any waxes, sealers, or polishes present must be entirely removed by stripping, rinsing and scouring before installing finished flooring. NOTE: Scouring, screening or sanding, by itself, is NOT effective for wax removal. These surfaces must be stripped.
 - If surface is irregular, grind smooth and fill holes, chips, and seams (only as necessary).
 - Any glazed or very smooth surfaces should be scoured with 3 ½ (20 grit) open coat sandpaper.
- J. Existing Vinyl Tile or Sheet Vinyl Floors
- Existing synthetic flooring, such as vinyl tile or sheet vinyl must be well bonded to the subfloor and show no signs of moisture. The vinyl also must be stripped and abraded with a butyl-based stripper using a coarse (green or black) buffing pad. Stripping will remove waxes, coatings and foreign materials. The green or black pad will abrade the surface and provide increased bond strength. **CAUTION! Do Not Sand, Scrape, Drill, Saw, or Beadblast Vinyl Asbestos Tile (VAT).** If the vinyl or tiles are loose, damaged or in poor condition, completely remove them and clean the vinyl adhesive from the subfloor. If the vinyl can not be removed and the subfloor is concrete, shooting down 5/8" (16 mm) or 3/4" (19mm) APA-CDX grade plywood or equivalent will provide an acceptable subfloor. If the subfloor is wood, 1/4" (6.4mm) CDX grade Underlayment plywood or thicker is recommended.
- K. Metal Subfloors (Aluminum, Steel and Stainless Steel)
- Scour all paint, dirt, contaminants and the surface of the metal with 3 ½ open coat (20 grit) paper using a floor machine or equivalent. The steel should have a faint metallic sheen. Sweep and vacuum clean.
 - Wash the metal with one of the following properly diluted neutral cleaners: Clean Scrub® (Hillyard), Once n' Done (Armstrong), or Stride (Johnson).
 - Rinse three times with clear water. Allow to dry thoroughly.
 - As steel is not a conventional substrate, we strongly recommend testing a small area with the above procedure.
 - Test adhesion of the flooring to the steel after at least 7 days.
 - Nydree Flooring, LLC can not be responsible for inadequate adhesion to metal as proper preparation of the substrate is the responsibility of the installer.

Installation – MRA1585 Glue Down

***Note:** Prior to spreading MRA1585, it is mandatory to "dry lay" a portion of the initial course to verify proper layout and to visually inspect the flooring. Verify that the flooring is the correct species, color, width, grain, finish (gloss level) and quality (fit) prior to installation. If there is any doubt, do not install the flooring. Contact Nydree Flooring immediately. Nydree Flooring can not be responsible for installation of the wrong type of flooring or for installing obvious defects.*

- A. Snap a chalk line at plank width plus required expansion spacing off of wall. The required expansion spacing is 1/4" (6.4mm) per 12 lineal feet (3.7 meters) of flooring. Adjust line accordingly if wall is not square and straight in relation to the rest of the area. Additionally, allow the required expansion space around the perimeter of the room and at all vertical obstructions.
- B. Depending on concrete slab moisture content use the appropriate V-notched trowel. Spread adhesive either using a 3/16" x 5/32" V-notched trowel, held at a 45 degree angle (15 lbs. or less, 85% in-situ RH or less) or a 1/4" x 3/16" V-notched trowel (>15 lbs. or >85% in-situ RH). All non-concrete based substrates, where moisture is not an issue, utilize the 3/16" x 5/32" V-notched trowel. 100% of the substrate must be covered with MRA1585 to protect against damage from subfloor moisture. Install flooring immediately into the "wet" adhesive. Do not allow adhesive to remain "open" more than 20 minutes. Do not let adhesive dry to the touch. Occasionally lift a piece of flooring to assure vapor retarding adhesive is achieving at least 85% transfer between the substrate and flooring. If not, use the larger 1/4" x 3/16" V-notch trowel or patch/level the uneven subfloor. Spread adhesive only over surface that can be finished within cure time of adhesive.
- C. Aligning carefully along the strike line, lay 3 pieces of flooring lengthwise in the first course. Begin the second course by cutting off the first piece to an appropriate length or utilize the random length pieces included in each box to establish random butt joint location. End joints should be staggered at least 6" (15cm).
- D. Complete four courses by placing all pieces in the fresh adhesive. When placing a piece, lower the flooring into position as close to the adjacent plank as possible. Fit into place the remaining distance. Begin the next course by offsetting the butt joints. As described above, fit the ends tightly without gaps. Again, stagger the butt joint location when beginning the third and fourth course.
- E. Take an 8 foot (2.5m) straight edge and check the alignment along the whole lay just completed. Tap the straight edge lightly with a hammer to adjust. It is not necessary to jam the flooring tightly. Use wood wedges (remove later) at walls to prevent shifting.
- F. Keep trowel clean when not in use. This will prevent cured adhesive from plugging trowel notches. If trowel notches become clogged with adhesive or become worn, clean to allow proper coverage, replace trowel or install a new notched blade on Injecta-Notch trowel handle.
- G. To keep Nydree Engineered Hardwood Flooring in place during installation, we suggest using removable wedges, tack down strips, flooring clamps or 3M #2080 Blue Adhesive Tape. **WARNING!!! Do not let the 3M #2080 Blue Adhesive Tape on the flooring surface for any longer than 24 hours. Tape may leave a residue on the finish upon removal.**
- H. **It is extremely important to immediately remove excess adhesive while it is still fresh.** Use mineral spirits (low odor, no residue) and a clean, white, cotton cloth as the flooring is being installed or use Sentinel 922 Adhesive Remover Wipes. If solvents are used to facilitate partially cured mastic removal (under 24 hours), they must be wiped off surface promptly when mastic softens. Approved solvents to remove partially cured adhesive include Goof Off®, mineral spirits, or equivalent. Do not use acetone, ketones, ethyl acetate, methylene chloride, or lacquer thinners to remove mastic as they will damage the flooring. A stiff plastic putty knife may be helpful to remove large globs of glue. Many have found that a Mr. Clean® Magic Eraser® is helpful at removing partially cured or cured smudges. **Cured adhesive (over 24 hours) is almost impossible to remove. As a last resort, Oil Flo 141 available through Taylor Tools (www.taylor_tools.com) or a local distributor has been found to effectively dissolve cured MRA1585 adhesive.**
- I. Roll floor with 150 pound (70kg) roller (100 pound plus 50 pound attachment) 30 minutes after spreading adhesive, but not later than 60 minutes. Be sure to roll in both directions (with plank grain and across grain). Make sure that the roller is clean and free of debris. Also make sure all adhesive is cleaned from the flooring surface prior to rolling. If there are concerns that the flooring is not in complete contact with the adhesive, weighting the floor while the adhesive cures is very effective.
- J. Flooring should be protected from traffic for 24 hours. Finished flooring must be protected from abuse by other trades. Use heavy kraft paper, cardboard, USG FIBEROCK™ Floor Protector Paper, or equivalent. Do not use plastic or poly. Make sure the floor has been cleaned thoroughly (swept, vacuumed and dust mopped) prior to protecting, so that the flooring surface will not be scratched by debris. Avoid covering the installation with protective paper or equivalent for at least 24 hours. If the floor is covered, consider covering the entire flooring installation, since some species are light-sensitive and uncovered areas may change color. When taping paper or sheets together, tape them to each other, not to the floor. Some flooring material (attic stock) should be set aside in case future repairs are needed.

CLEAN-UP & MAINTENANCE**A. Guidelines**

- Remove protective covering following completion of work by other trades. It is important to follow good housekeeping policies.
- Sweep, vacuum and dust mop flooring on a regular basis to keep unwanted particles from scratching the flooring surface.
- Place mats or throw rugs at doorway exteriors, interiors & pivot areas to help prevent the tracking and grinding of grit, dirt, sand and moisture into the finish. Dirt can be ground into the floor surface and scratch the finish. Excess moisture can damage the wood fiber. Rugs and mats must be made of a breathable material and non-marking rubber to prevent moisture entrapment and finish discoloration.
- Never use excessive amounts of water for cleaning. Never pour any cleaner directly onto flooring. Never wet mop with string type mop. Continually wet mopping a hardwood floor means the floor is continually expanding and shrinking. The resulting stresses and movement of the flooring can cause abnormal and unsightly checking and cracking.
- Never use wax, oil-based soap, multi-purpose cleaners, window cleaner, vinegar, furniture polish or other household cleaning detergents on Nydree Engineered Hardwood Flooring. Remember to wipe up spills immediately.
- Use fabric-faced glides or large (at least 2" in diameter), broad surfaced (at least ¾" in width), barrel-type, double wheel casters (non-marking rubber or polyurethane) on chairs and furniture legs to prevent scratching, scuffing and other damage. Keep glides and casters clean by inspecting regularly to prevent scratching. Replace fabric-faced glides as needed.
- Keep in mind that high heels, cleats, and sports shoes can indent the floor surface.
- When moving heavy furniture, equipment, etc., use roller casters and be sure to protect the wood flooring with heavy cloth or cardboard.
- Keep HVAC systems set at 70°F (21°C) and 30-55% relative humidity. Use a humidifier in the winter months to keep all wood movement and shrinkage to a minimum.
- The sun's UV rays and strong artificial lighting can discolor some hardwood flooring species over time. If possible, periodically rearrange rugs and furniture to allow for even aging of the flooring. Some species darken (Cherry) and some species will amber over time (Oak).
- Select proper initial maintenance procedures and products for the finish selected for the flooring (Standard Pedestrian Urethane Finish / Optional: UV-Oil Finish)

B. Maintenance Products

Sealed with Standard Pedestrian Urethane Finish
 Bona Pro Series Hardwood Floor Cleaner
 Nydree Flooring Dust Mop Treatment

Sealed with Optional 'UV-Oil Finish'
 Nydree Flooring Spray Buff Cleaner
 Nydree Flooring Dust Mop Treatment
 Remedial Product: Nydree Flooring Oil Finish Conditioner

Carefully follow the label directions of all maintenance and remedial products. Use only serviceable and clean equipment.

C. Maintenance Procedures

Sealed with standard Pedestrian Urethane Finish

- Routine, regular maintenance, daily if necessary, should include sweeping, vacuuming or dust mopping with Nydree Flooring Dust Mop Treatment. Walking on a dusty or dirty floor is the fastest way to damage the finish.
- Periodically clean the floor with Bona Pro Series Hardwood Floor Cleaner.

Small Installations

Lightly mist a small area and immediately wipe clean with microfiber cleaning pad. Replace microfiber cleaning pads whenever they become heavily soiled. Pads are machine washable. Important Tip: To avoid redistributing dirt and contaminants back onto the floor, rinse microfiber cleaning pads periodically with clean water. THOROUGHLY wring out cleaning pads before using on the floor.

Large Installations

Pour Bona Pro Series Hardwood Floor Cleaner into a bucket. Soak several large towels in the solution, making sure they are thoroughly wet. THOROUGHLY wring out the towels to remove excess moisture. Wrap a towel around a push broom and tack the floor. (Tacking means to clean until no dirt/dust is left on the floor or towel). To prevent redeposit of dirt and oil, refold towel using clean sides as needed. Pay special attention to corners. Repeat the procedure in each area of the floor until the entire floor has been cleaned.

Commercial Installations – Option #1: With a 175 rpm floor buffer and a white polishing pad, LIGHTLY mist an 8' x 8' area with Bona Pro Series Hardwood Floor Cleaner. Periodically replace the buffing pad as it becomes soiled. Do not allow the cleaner to dry before buffing. **Option #2:** Use Bona Power Scrubber or Autoscrubber using Bona Pro Series Hardwood Floor Cleaner or Bona Deep Clean Solution. Make sure that the water setting is on low.

Spot Cleaning Apply cleaner to a clean cloth and scrub the area by hand.

Sealed with optional 'UV-Oil Finish'

- Routine, regular maintenance, daily if necessary, should include sweeping, vacuuming or dust mopping with Nydree Flooring Dust Mop Treatment. Walking on a dusty or dirty floor is the fastest way to damage the finish.
- Periodically spray buff using Nydree Spray Buff Cleaner, a red cleaning pad and a heavy (100lb./45kg) low speed (175-250 rpm) buffing machine. Follow all label directions carefully. (Note: For an extremely dirty floor, use a green scrubbing pad as required. If a green pad is used, Nydree Flooring Oil Finish Conditioner may be required to rejuvenate color intensity.
- If a higher degree of gloss is desired after the floor has been cleaned, use a white polishing pad, Spray Buff Cleaner and a low speed buffing machine. Note: After the Spray Buff has been applied with a low-speed floor machine, the acrylic surface may be burnished (polished) with up to a 2000 RPM burnisher. This will allow a higher gloss level in a short time.

Clean Scrub® is a registered trademark of Hillyard. 3M™ is a trademark of 3M Industries. Mr.Clean® & Magic Eraser® are registered trademarks of Procter & Gamble. Feather Finish®, SD-P® and K 15® are registered trademarks of Ardex Engineered Cements. Goof Off® is a registered trademark of Guardsman Products, Incorporated. AdvanTech® is a registered trademark of Huber Engineered Wood, LLC. Fast Patch 102™, UltraFinish™, SL-150™, Webcrete™ 95 and DuraLevel™ 83P are trademarks of Bostik Findley.

PORCELANOSA USA

TILE / KITCHEN / BATH

PORCELANOSA

VENIS

GAMADECOR

SYSTEM-POOL

L'ANTIC COLONIAL

BUTECH

NOKEN

CERANCO

**General Recommendations for the Cleaning and Maintenance of
Porcelanosa Wall and Floor Tile****Glazed Tiles**

Products should be cleaned routinely with an all-purpose, non oil-based household or commercial cleaner. The product chosen should also be grout joint cleaning compatible. The type of product may vary depending on the tile application and use. A multipurpose spray cleaner, which removes soap scum, hard water deposits, and mildew designed for every day use, can be used on wall tile areas in residential baths and showers.

The entire area should be cleaned and scrubbed with cleaner solution through the use of a cotton mop, cloth, sponge, or non-metallic brush. The entire area should be rinsed with clean water to remove any cleaning solution residue. Remember that you should sweep or vacuum floor areas prior to cleaning to remove any dust or debris. Routine cleaners should never contain acids or ammonia. Acids can damage the grout and the glazed surface of the tile, and ammonia can discolor the grout.

Unglazed Tile

Clean routinely with concentrated tile cleaners that have a neutral pH for safe regular use. The product chosen should also be compatible with cleaning the grout joints at the same time.

Glass Tiles

For routine cleaning, use any non-abrasive cleaning compound recommended for either glass or tile

Removal of Sealers/Waxes/Floor Finishes

For the removal of a topical sealer or floor wax from a ceramic tile you should use a Tile Sealer & Adhesive remover. Always test a small area first. Apply a liberal amount of undiluted sealer & adhesive remover to a manageable area. Allow setting without drying until coating or residue softens. Reapply if necessary until sealer softens and can be removed. If necessary, agitate with white nylon scrub pad. Wipe up the residue with a cotton towel or sponge. Rinse thoroughly with clean water. Do not use on natural stone products.

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Non-Slip Tile Cleaning Recommendations

Regular cleaning and care

When non-slip floor tiles are cleaned, whatever their surface finish, it is not sufficient to clean them with a conventional mop, because it will not clean away any dirt embedded in the particles that give the tiles their non-slip finish. This means that dirt will build up, spoiling the overall appearance of the floor surface and normally modifying the color slightly.

There are several perfectly good ways of cleaning this type of floor surface:

- High-pressure cleaning equipment (Karcher pressure washers or high-pressure hoses).
- Vapor steam cleaners.
- Scrubbing the surface with a brush with hard plastic bristles and then rinsing it with plenty of clean water.

Whichever cleaning system is used, it is important to use clean water because otherwise, when the water evaporates, small particles of dirt from the water will be deposited in lower, more inaccessible parts of the embossed surface.

Avoid mechanical cleaning methods that may harm the tiles and gradually reduce their non-slip properties. For good results, it is essential to rinse them afterwards with plenty of water.

Metallic Tile Cleaning Recommendations

Given their special finish, the same precautions apply to these products as those used when caring for gold or platinum coverings. Handle with maximum care.

Water should be first option .if a stronger cleaning is needed clean with alcohol and a soft cloth or alternatively use a neutral PH. Avoid abrasive, acidic or alkaline cleaning products.

Use a slightly damp sponge to clean the tile joints, passing it diagonally across them. Do not use dirty or brackish water

Grout Cleanup – Non Acidic Grout Haze Removers.

Maintenance – Neutral Cleaner for regular cleaning (pH of 6.5 – 7.5. For intensive / periodic cleaning use an alkaline cleaner (pH of 7.5 +).

Crystalline finish Tile Cleaning Recommendations

In view of its crystalline finish, adopt the same precautions as for glass tiles or mosaics.

CALIFORNIA | CONNECTICUT | FLORIDA | ILLINOIS

MARYLAND | MASSACHUSETTS | NEW YORK | NEW JERSEY | TEXAS

100295180 NEWPORT DARK GRAY

PORCELANOSA

PORCELANOSA Grupo

Model: NEWPORT DARK GRAY(5P/C) 33,3X100(A)

Codes: 100295180

Water absorption: BIII - Revestimiento (10%≤E≤20%)



MATE / MATT

DESTONIFICADO
TONE VARIATIONSRECTIFICADO
RECTIFIED

DIMENSIONAL FEATURES

Thickness	3/8" approx	+/-5%*
Width	13 1/8" approx	
Length	39 3/8" approx	
Length and width deviation	Below 0.15%	+/-0.3%*
Side straightness deviation	Below 0.15%	+/-0.3%*
Squareness deviation	Below 0.15%	+/-0.3%*
Surface flatness deviation	Below 0.15%	+/-0.4%*

*ASTM C485/C499/C502

MECHANICAL FEATURES

Breaking strength	>247.39 LBF	>135LBF*
Modulus of rupture	5.17 LBF	>=3LBF*
Crazing resistance	Resists 3 cycles	

*ASTM C648

HYGIENIC FEATURES

Chemical resistance	Class "A" for swimming pools and cleaning products (resists attack). Minimum Class "B" for acids and bases	8 Min.*
Stain resistance	Class 5. Easy cleaning with water	3 Min.*

*ASTM C650/C1378

SCOPE OF USE

Technical code-1	Use on walls	
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PACKING

Boxes	17.92 SQF/CS	
Pallets	788.57 SQF/PAL	
Units	3.58 SQF/ST	

System Certification



Do not use cleaning agents containing hydrofluoric acid.

It is recommended to fix tiles with a minimum joint of 1,5 mm. Do not fix without joint.

For big sizes, it is recommended to fix with mortars containing polymeric additives and to use the double gluing technique.

Mosaic tiles must be grouted.

This document is only commercial and cannot be used as expert opinion, documentary evidence or in any legal or administrative procedure unless authorized by PORCELANOSA S.A.



Expanko Resilient Flooring
1000 East Park Avenue | Maple Shade, NJ 08052
800.345.6202 | sales@expanko.com | www.expanko.com



CARE AND MAINTENANCE

TECHNICAL SUPPORT 800.345.6202

BUILDING CARE using Diversey for Expanko

INITIAL MAINTENANCE:

1. Sweep and/or dust mop the floor to remove all dirt or grit.
2. Position wet floor signs around area to be cleaned.
3. Distribute solution and allow to soak for 5-10 minutes (as conditions require) before scrubbing.
4. Thoroughly scrub floor using Diversey **Profi Floor**™ Cleaner. Use a dilution of 10oz. **Profi** (1:12 dilution) to 1 gallon of water or scrub with **RubberSafe** or **LinoSafe Stripper** at 1 part Stripper to 4 parts water.
5. Mop up or wet vacuum slurry. Dilute products as recommended on label, use blue scrubbing pad. This can be done with a 175-rpm swing machine or auto scrubber. **DO NOT USE A BLACK OR BROWN PAD**
6. Rinse floor thoroughly and allow to dry completely.

ROUTINE MAINTENANCE FOR FLOORS WITHOUT FLOOR FINISH:

1. Sweep and/or dust mop the floor daily to remove surface dirt.
2. Add 4 oz. of **WiWax™ Cleaning and Maintenance Emulsion** to a gallon of lukewarm water. Scrub floor with this product using red pad.

For enhanced gloss, burnish floor with soft white burnishing pad or Tampico brush.

DEEP CLEANING PROCEDURE (This procedure should be done as needed):

1. Sweep and/or dust mop the floor to remove all dirt or grit.
2. Thoroughly scrub floor using a dilution of 10oz. **Profi Floor Cleaner** (1:12 dilution) to 1 gallon of water. Dilute products as recommended on label, use Blue scrubbing pad. This can be done with a 175-rpm swing machine or auto scrubber. **DO NOT USE A BLACK OR BROWN PAD**
3. Pick up soiled solution with wet/dry vac or auto scrubber. 4. Rinse floor thoroughly and allow to dry completely.

BUILDING CARE using Diversey for Expanko XCR4: Facilities Choosing to Use Floors Finish to Protect the Floor

INITIAL MAINTENANCE:

1. Sweep and/or dust mop the floor to remove all dirt or grit. Remove any adhesive residue at this time.
2. Position wet floor signs around area to be cleaned.
3. Distribute solution and allow to soak for 5-10 minutes (as conditions require) before scrubbing.
4. Thoroughly scrub floor using Diversey **Profi Floor**™ Cleaner. Use a dilution of 10oz. **Profi** (1:12 dilution) to 1 gallon of water or scrub with **RubberSafe** or **LinoSafe Stripper** at 1 part Stripper to 4 parts water.
5. Mop up or wet vacuum slurry. Dilute products as recommended on label, use blue scrubbing pad. This can be done with a 175-rpm swing machine or auto scrubber. **DO NOT USE A BLACK OR BROWN PAD**
6. Rinse floor thoroughly and allow to dry completely. □ Apply 2-3 coats of the recommended Diversey floor finish (allow proper drying time between coats)

FLOOR FINISH OPTIONS:

- Matte Shine - **Carefree® Matte** (NOTE: Matte finishes may appear hazy on dark flooring)
- For Higher Shine – **Carefree®**
OR □
- **Over & Under Sealer** (2 coats), followed by Diversey floor finish of choice (Vectra™, **Fresco Max™**) depending on maintenance and desired gloss level.

(Allow proper drying time between coats as instructed on label)

Note: Floors will be slippery when wet or contaminated with foreign materials. Promptly clean up spills and foreign materials.

ROUTINE MAINTENANCE:

1. Sweep and/or dust mop the floor daily to remove surface dirt.
2. Damp mop or autoscrub using appropriate Diversey cleaner according to label I instructions. Use red pad for daily maintenance.

Note: The following cleaners may be used: **Stride™**, **Revive Plus SCTM**, and **GP Forward™**.

Note: Do not buff or burnish **Carefree Matte®** floor finish.

BUILDING CARE using Diversey for Expanko XCR4**RECOAT PROCEDURE** (This procedure should be done as needed):

1. Sweep and/or dust mop to remove surface dirt.
2. Thoroughly clean using appropriate Diversey cleaner (**such as Profi, GP Forward**) and a blue scrubbing pad. This can be done with a 175-rpm swing machine or auto scrubber.
3. Rinse floor well and allow to dry.
4. Recoat using two (2) coats of the appropriate Diversey floor finish. □

STRIPPING PROCEDURE:

1. Remove surface dirt.
2. Dilute Diversey RubberSafe or Linosafe® Stripper according to label instruction.
3. Apply liberally to floor.
4. Let soak for 5-7 minutes, keeping uniformly wet.
5. Scrub with blue scrubbing pad.
6. Pick up with wet vac or auto scrubber.
7. Rinse the floor. Allow to dry. Repeat process if necessary.
8. Apply 3 coats of Diversey floor finish. □ (Allow proper drying time between coats as instructed on Label)

CAUTION!!!

- **Always clean floor before buffing. Do not buff a dirty floor.**
- **Turn pad often to prevent build up.**
- **Do not buff in one place too long, as burn marks may occur.** □

OTHER GENERAL INFORMATION:

Furniture legs should have large surface, non-staining floor protectors. Chair leg glides should be of at least 1.25" diameter and covered with felt pads. The felt pads should be checked periodically for grit and wear and replaced when necessary. Chairs with casters should have easily swiveling casters that are at least 2" in diameter with non-staining rubber treads at least .75" wide. Do not use ball shaped casters without chair mats. Chair mats may be required under chairs with casters/wheels.

Use entrance mats to help prevent dirt and moisture from coming in contact with the floor. Do not allow a moisture saturated floor mat to remain on the cork floor.

FOR MORE INFORMATION:

Contact Diversey Technical Support: 800-558-2332

For more information visit www.expanko.com or call 800-345-6202.

**PRODUCT DATA SHEET**

95 Goodwin Street
East Hartford, CT 06108

Tel: 800-253-3539 • Fax: 860-528-2802 • www.dur-a-flex.com • contact_us@dur-a-flex.com

POLY-CRETE SLB

DESCRIPTION

POLY-CRETE SLB (self leveling broadcast) is a 100% solids aromatic cementitious urethane system with a quartz aggregate broadcast. This system is typically installed at a nominal thickness of 3/16 inches. This should be determined by service, cleaning temperatures, severity of traffic, point impact and loadings. A topcoat(s) of DUR-A-FLEX epoxy, urethane or methyl methacrylate is used depending on performance requirements.

BENEFITS

- VOC Compliant
- CA 01350 Air Quality Compliant
- ADA Compliant
- Leed Credit Points Available
- Meets USDA, FDA and CFIA standards
- Hygienic - Does Not Harbor Bacteria
- High Chemical & Abrasion Resistance
- Self-Priming
- Wide Service Temperature Ranges
- Can Be Applied To 7-14 Day Old Concrete

LIMITATIONS

This product is best suited for application in temperatures between 60°F and 85°F. Substrate must be clean, sound and dry.

TYPICAL USES

POLY-CRETE SLB is designed to protect concrete, polymer reinforced screeds and water-resistant plywood from chemical attack, corrosion, impact and thermal shock. It is also unaffected by freeze/thaw cycles.

- Wet Areas
- Commercial Kitchens and Restaurants
- Meat/Poultry and Dairy Processing
- Pharmaceutical Plants
- Processing Areas
- Exterior Applications
- Automotive Service Bays

COLORS

Refer to the Color Selection Charts wide range of standard colors, special color matches may be available.

PACKAGING & STORAGE CONDITIONS

POLY-CRETE SLB is available in pre-measured kits that cover 55 Sq Ft at 1/8 inch for 3/16 inch finished thickness after broadcast and topcoat. Topcoat resins are packaged in 1 gallon, 5 gallon and 50 gallon quantities. POLY-CRETE COLOR-FAST, TF PLUS and ARMOR TOP topcoats are supplied in pre-measured kits. POLY-CRETE SLB must be stored dry. Do not use partial bags of aggregate. Do not allow resins to freeze. Every POLY-CRETE product will be shipped with a lot number on the label. The first two digits indicate the year; the second two show the month, the third two will be the day. The shelf life is 6 months from the date on the label in the original unopened container.

SURFACE PREPARATION

This product requires preparation in order to perform as expected. Surface must be profiled, clean, dry, oil free and sound. When broadcasting F60 aggregate or if the substrate is very porous the substrate must be primed with Poly-Crete TF Plus to prevent outgassing. Please refer to the Surface Preparation Guide and system Application Instructions on our website for more information.

APPLICATION METHOD

POLY-CRETE SLB is applied to a properly prepared area at the required thickness using a "V" notched squeegee. The freshly placed material is then loop rolled into which the proper size quartz aggregate is broadcast to excess to achieve the desired profile. Allow a minimum of 10 hours for the Base Coat to cure before sweeping, sanding or vacuuming. Apply the desired pigmented coat(s) to achieve the required finish. POLY-CRETE COLOR-FAST, POLY-CRETE TF PLUS, DUR-A-GLAZE NOVOLAC, ACCELERA, and DUR-A-GLAZE SHOP FLOOR with ARMOR TOP can be used to topcoat POLY-CRETE SLB systems.

GUIDE SPECIFICATIONS

This product is part of the DUR-A-FLEX family of polymer systems. Please contact DUR-A-FLEX for complete three part guide specs.

DRAWINGS AND DETAILS

Standard CAD drawings and details are available for coves, drains, breaches, transitions, etc. Please refer to the master Drawings and Details guide for actual drawings.

JOINT GUIDELINES

For complete details please refer to the Joint Guidelines on our website.

MOISTURE CONCERNS

Normal limits for moisture vapor transmission for Poly-Crete floor systems are 20 lbs./1,000 sq. ft./24 hour using the calcium chloride test per ASTM F-1869 or 99% relative humidity using in-situ Relative Humidity Testing per ASTM F-2170. Please refer to the Floor Evaluation Guidelines at www.dur-a-flex.com for complete details.

CHEMICAL RESISTANCE

POLY-CRETE SLB has excellent resistance to organic and inorganic acids, alkalis, fuel and hydraulic oils, as well as aromatic and aliphatic solvents. See Chemical Resistance Chart for resistance with specific topcoats.

CLEANING

Regular scrubbing will maintain these systems in serviceable condition. However, certain textures and service environments require specific procedures. Please refer to the master Cleaning Guide on our website for more information.

	Poly-Crete COLOR-FAST	DUR-A-GLAZE NOVOLAC	SHOP FLOOR w/ ARMOR TOP	POLY-CRETE TF PLUS
Cure Time @ 70°F Full Service	3 Days	24 hours	See application instructions	3-5 Days
Mix Ratio (by volume)	3 Component Kit	1 part hardener, 2 parts resin	See application instructions	3 Component kit
Working time @ 70°F	20 minutes	30 minutes	See application instructions	15 minutes
Adhesion to Concrete	> 400 psi, concrete fails before loss of bond	>400 psi, concrete fails before loss of bond	>400 psi, concrete fails before loss of bond	>400 psi, concrete fails before loss of bond
Heat Resistance Limit	220°F	250°F	200°F	220°F
Available Colors	Blue, Green, Charcoal, Grey, Dark Grey, Red, Chestnut	Medium Grey, Tile Red, Charcoal Grey, Slate Grey, Concrete Grey, Clear	See standard color chart	See Poly-Crete standard color chart

Physical Property	Test Method	Poly-Crete COLOR-FAST	DUR-A-GLAZE NOVOLAC	SHOP FLOOR w/ ARMOR TOP	POLY-CRETE TF PLUS
Hardness (Shore D)	ASTM D-2240	65 D	86-90 D	75-80 D	75-80 D
Compressive Strength	ASTM C-579	9,000 psi	14,000 psi	12,500 psi	9,000 psi
Tensile Strength	ASTM D-638	4,200 psi	2,500 psi	4,000 psi	2,175 psi
Impact Resistance	ASTM D-3134	Pass	Pass	Pass	Pass
Flexural Strength	ASTM D-790	5,076 psi	5,500 psi	6,250 psi	5,076 psi
Abrasion Resistance CS17 Wheel 1000 GM Load 1,000 Cycles		ASTM D-4060 30 mg loss	ASTM D-1044 75 mg loss	ASTM D-4060 4 mg loss (gloss finish, with grit)	ASTM D-4060 50 mg loss
Static Coefficient of Friction*	ANSI B101.1	>0.6	>0.6	>0.6	>0.6
Dynamic Coefficient of Friction - Wet*	ANSI A326.3	>0.42	>0.42	>0.42	>0.42
VOC Content		0 g/L	0 g/L	0 g/L	0 g/L
Indoor Air Quality		CA 01350 Compliant	CA 01350 Compliant	CA 01350 Compliant	CA 01350 Compliant
Water Absorption	ASTM D-570	0.04%	0.05%	0.04%	0.04%

*Dur-A-Flex flooring systems can be built to meet or exceed the requirements of Static or Dynamic Coefficient of Friction testing per installation. Contact your Dur-A-Flex territory sales manager or tech representative for more information on alternative textures, grit/grip additives, or smooth coatings for your specific environment. A sample should always be obtained and tested prior to purchase for any non-slip flooring system.

IMPORTANT!

Before using DUR-A-FLEX products, read and understand its accompanying Safety Data Sheet & Application Instructions for important safety information.

STANDARD TERMS AND CONDITIONS OF SALE, INCLUDING STANDARD WARRANTY APPLY - VISIT **DUR-A-FLEX.COM** FOR THE LATEST VERSION

CLEANING GUIDELINES

WHY CLEAN YOUR FLOOR?

Appearance: Your floor will look its best when it is clean. By establishing a scheduled cleaning program, the floor will continue to look and perform as it did when it was first installed.

Safety: No matter how aggressive the texture of your floor, if it is not cleaned properly, it can present a slip hazard. Allowing cleaners to emulsify, rinsing and drying your floor properly will reduce the risk of a slip and fall incident.

Note: Wet environments need to be kept dry as possible to prevent slip and falls. Proper signage, non-slip shoes, floor fans, and walk-off mats will help prevent slip and falls in any facility

Service Life: The lifetime of your floor will depend upon how well you clean it. In aggressive use areas (i.e. kitchens and machine shops) contaminants such as oil, dirt, and grease work with water and bacteria to break down the floor.

FLOOR CLEANING PROCESS & TOOLS

The best way to clean a Dur-A-Flex floor is to use the recommended cleaning product and follow a six-step process. (Equipment needs vary between small and medium/large floor areas.)

Process	Small Area	Medium/Large Area
Sweep floor thoroughly	Broom, Dust Mop	Floor Sweeper, Broom
Apply cleaning product on floor surface	Deck Brush, Foamer/Sprayer	Automatic Floor Scrubber, Foamer/Sprayer
Dwell - allow cleaning product time to emulsify foreign material	10-15 Minutes	10-15 Minutes
Agitate to aid in the release of foreign materials	Deck Brush, Rotary Floor Machine	Automatic Floor Scrubber, Rotary Floor Machine
Remove cleaning product from the floor	Squeegee (Soft Neoprene) Wet Vacuum	Automatic Floor Scrubber
Rinse the floor with clean water and remove	Wet Vacuum, Squeegee (Soft Neoprene)	Automatic Floor Scrubber

NOTES

- Wax strippers should never be used on a Dur-A-Flex Floor
- Never use Enzyme based cleaners on a Dur-A-Flex Floor
- DO NOT use “No-Rinse” cleaners as the chemical concentration can increase in the residual film left behind
- Combinations of chemicals can result in staining or degradation if not properly rinsed and removed
- Never use a mop to clean a floor that is greasy or oily.
- Make sure the pads or brushes on the automatic scrubber are in good shape. Pads should be non-abrasive white, tan or red 3M cleaning pads or equivalent. Brushes should be nylon non-abrasive Malish 8129 series or equivalent soft to medium flex nylon bristle brush.
- When using a deck brush, choose a medium/stiff bristle.
- When using a floor cleaning machine, a pad is recommended for use on smooth floor systems, while a soft to medium flex nylon bristle brush is recommended for broadcast floor systems or smooth floor systems with added texture.
- When removing solution with a squeegee, use a soft, neoprene squeegee. **Do Not** use a water spray to remove cleaning solution from the floor because it will over-dilute the solution and cause grease and oil to fall back onto the floor.
- Spills should be cleaned up immediately to prevent staining and as a safety precaution.
- Surfaces should be adequately protected when moving heavy equipment across the floor.
- Through proper training and education, unnecessary wear of the floor (such as forklift spin and skid-marks) can be avoided.



DUR-A-FLEX®
INNOVATION FROM THE FLOOR UP

RECOMMENDED CLEANING PRODUCTS

Determining the correct cleaning product for your Dur-A-Flex floor is based upon the amount and type of soiling the floor receives. We have divided these into four types, and recommended a cleaning product for each instance:

Application	Typical Areas	Product	Product Description
Traffic Areas (Light soils)	Hallways, Healthcare Facilities, Labs, Dining Areas, Schools	EZ-CLEAN	EZ-CLEAN is a heavy-duty alkaline floor cleaner designed to remove protein or crude based soils
Moderate/Heavy (Protein soils)	Grocery Stores, Restaurant Kitchens, Animal Care, Food/Beverage Processing	EZ-CLEAN	
Moderate/Heavy (Crude soils)	Manufacturing/Industrial, Machine/ Automotive Service Centers, Warehouses	SIMONIZ 969	SIMONIZ 969 is a heavy duty, highly alkaline floor cleaner designed to remove machine and crude oil from concrete
Rubber Tire Marks	Forklift Tire Spin	TIRE MARK REMOVER	TIRE MARK REMOVER is a heavy duty cleaner designed to remove rubber skid marks from polymer type floors as well as hard steel troweled floors

The above Dur-A-Flex cleaning products may be ordered directly from Dur-A-Flex Customer Service at 1-800-253-3539 or via email at orders@dur-a-flex.com

WHEN TO CLEAN YOUR FLOOR

Dur-A-Flex floors are designed for and used in heavy traffic areas that typically accumulate foreign matter. Because of this, the recommended maintenance schedule for most areas is once or twice daily cleaning and regular “touch-ups” for spills. Less frequent cleaning of these areas results in a buildup of foreign matter, which diminishes the appearance, safety and service life of the floor.

Our CRYL-A-FLEX MMA products develop to full cure in one hour, and full cure for most epoxy and urethane systems is 7 days at 68°F. The lower the room temperature -the longer the cure time. Avoid chemical spills and full traffic during cure period. Premature exposure may cause permanent staining or discoloration. Do Not use abrasive cleaning methods during the first week after installation.

WALL CLEANING PROCESS

1. Application – Apply EZ-CLEAN, follow cleaner guidelines for dilution rate, use with hot water while using a deck brush, foamer/sprayer or power washer.
2. Scrub walls with deck brush
3. Rinse walls with clean water

*For further technical assistance regarding this guide, please call Dur-A-Flex, Inc. Technical Services:
(800) 253-3539 or e-mail Contact_Us@Dur-A-Flex.com*

Technical Data Guide



3 | 03 35 00
Concrete
Finishing

MasterKure® HD 300WB

Concrete hardener and dustproofer

FORMERLY LAPIDOLITH®

PACKAGING

5-gallon (18.9 L) pails
55-gallon (208 L) drums

COLOR

Clear liquid

YIELD

See Chart on page 4.

STORAGE

Store in unopened containers in a cool, dry area between 35° and 85° F (4° and 29° C). Keep from freezing.

SHELF LIFE

15 months when properly stored.

VOC CONTENT

0 g/L, less water and exempt solvents.

DESCRIPTION

MasterKure HD 300WB is a magnesium fluorosilicate concrete hardener and dustproofer that bonds chemically with the concrete to strengthen and harden floors that are porous, readily absorptive, and only moderately hard.

PRODUCT HIGHLIGHTS

- Hardens and densifies concrete floors to reduce absorption and prolong service life
- 100% reactive with the free lime in concrete to produce a dense, abrasion-resistant yet breathable surface
- Tightly binds together the cement, sand, and aggregate for improved chemical resistance
- Non-film forming, resulting in reduced cleaning and maintenance costs
- Compatible with most resilient tile adhesives

APPLICATIONS

- Interior and exterior
- Floors requiring a hard, dense, chemical-resistant finish
- Floors subject to heavy traffic and abrasion
- Floors that must resist penetration of contaminants

SUBSTRATES

- Concrete
- Terrazzo (non-resinous)

HOW TO APPLY**SURFACE PREPARATION**

1. New concrete should be cured per ACI 308 Guidelines. For best results, allow concrete to air dry for at least 72 hours. Concrete should be at least 10 days old and preferably 28 days old before application of MasterKure HD 300WB.
2. Surfaces must be clean, dry, and free of contaminants, including carbonation byproducts.

APPLICATION

1. The number of applications and dilution ratios for MasterKure HD 300WB are dependent on the porosity and density of the concrete. Refer to coverage chart. Two applications of MasterKure HD 300WB are generally required on concrete and non-resin-based terrazzo floors. Wood-floated, broom-finished, or porous floors may require a third application of product at full strength.
2. Apply MasterKure HD 300WB by roller, spray, brush, or squeegee. Bubbling indicates reaction of MasterKure HD 300WB with the concrete. Distribute evenly and mop up excess solution or puddles.

CONCRETE

1. After the first application, allow the floor to dry until no longer visibly wet.
2. If crystals develop during the second application, flush the surface liberally with clean water. Use hot water if available. At the same time, rapidly brush the floor with a stiff-bristled broom.
3. Mop up excess water and allow the surface to dry.

CONCRETE, POLISHED SHEEN

1. To achieve the appearance of a polished sheen, use 3 applications of MasterKure HD 300WB. See Yield Chart for dilution ratios of each coat.
2. As the last application is drying, wait for the uniform appearance of white crystals. Flood the floor with water and buff with a commercial floor buffer using an abrasive pad. Continue buffing until the floor acquires a patina or polish and the whiteness is gone.

3. The above recommendation is for dense, steel-troweled floors. Older or more porous concrete may require a stronger mix, lower coverage rate or more than three applications. Caution: unusually wet or oily environments will be more slippery with this surface treatment.

TERRAZZO (NON-RESIN-BASED)

1. Do not allow the first application to dry. While the surface is still damp, flush it thoroughly with clean hot water and then allow it to dry until no longer visibly wet. For the second application, follow the same procedure but mop up excess wash water and allow the surface to dry.
2. The appearance of white crystals after the first or second application indicates that the mix may be too strong, or that the surface has reached maximum hardness. If this occurs, stop the application and flush the surface with clean, hot water; scrub with a stiff-bristle broom, and allow to dry. Increase the dilution for any remaining applications to minimize crystal formation.

CLEAN UP

Clean all tools and equipment with water immediately after use. Thoroughly flush sprayers. Dispose of unused material according to local regulations.

MAINTENANCE

1. Routine sweeping and washing of floors with mild conventional cleaners and detergents is recommended.
2. Remove all abrasive grit and wipe up corrosive spills as soon as possible.

FOR BEST PERFORMANCE

- If MasterKure HD 300WB freezes, warm and restir to uniformity. If separation is persistent, discard product.
- When transferring MasterKure HD 300WB from the original sealed container, use only plastic buckets or pails.
- Small amounts of sediment or a cloudy appearance in the container will not affect product performance.
- Do not apply to uncured concrete; concrete must be properly wet cured.

- Do not apply MasterKure HD 300WB to floors that have been previously sealed or treated with curing and parting compounds unless these products have been chemically or mechanically removed.
- MasterKure HD 300WB can be used for exteriors. However, if the surface has been hard-troweled, traffic can polish the surface and make it slippery.
- Although MasterKure HD 300WB is chemically resistant, its application in specific chemical environments should be checked with Master Builders Solutions Technical Service.
- For resilient tile applications, conduct an adhesion test.
- Do not apply MasterKure HD 300WB to resin-based terrazzo mixes.
- MasterKure HD 300WB will not remediate honeycombed or structurally unsound surfaces.
- Do not allow MasterKure HD 300WB to dry on terrazzo floors except as indicated in application instructions.
- Do not allow MasterKure HD 300WB to come in contact with any glass, fabric, metal, or painted surfaces. Immediately wipe contaminated surfaces with a clean water-saturated cloth, then wipe dry with a second clean cloth.
- For subsequent coating applications, consult coating manufacturer for surface preparation and application instructions.
- For professional use only; not for sale to or use by the general public.
- Make certain the most current versions of product data sheet and SDS are being used; call Customer Service (1-800-433-9517) to verify the most current versions.
- Proper application is the responsibility of the user. Field visits by Master Builders Solutions personnel are for the purpose of making technical recommendations only and not for supervising or providing quality control on the jobsite.

Technical Data

Composition

MasterKure HD 300WB is a magnesium fluorosilicate hardener.

Compliances

- Recommended for use on all classes of concrete floors as noted in Table 1.1, ACI Standard 302.1R
- USDA compliant for use in meat and poultry areas

Test Data

PROPERTY	RESULTS	TEST METHODS
Abrasion Resistance , depth of wear, in (mm) ASTM C 779*		
30 minutes		
Untreated concrete	0.0264 (0.7)	
MasterKure HD 300WB treated*	0.0025 (0.06)	
Abrasion Resistance , depth of wear, in (mm) ASTM C 779*		
60 minutes		
Untreated concrete	0.0428 (1.1)	
MasterKure HD 300WB treated*	0.0106 (0.27)	

*Concrete was cured for 28 days.

Test results are averages obtained under laboratory conditions. Reasonable variations can be expected.

Chemical Resistance

ACI Standard 302.1R magnesium fluorosilicate hardeners can be used to increase concrete resistance to chemicals including, but not limited to the following:

Aluminum sulfate	Glucose	Nickel sulfate	Sodium chloride
Ammonium chloride	Glycerine	Oleic acid, 100%	Sodium dichromate
Barium hydroxide	Hydrogen sulfide	Olive oil	Sodium nitrite
Beef fat	Iodine	Paraffin	Sodium sulfate, 10%
Calcium hydroxide	Lactic acid, 25%	Phenol, 25%	Sodium sulfite, 10%
Calcium nitrate	Lead refining solutions, 10%	Phosphoric acid, 85%	Sodium thiosulfate
Carbon dioxide	Lignite oils	Pickling brine, 10%	Soybean oil
Carbonic acid	Machine oils	Poppy seed oil	Sugar
Castor oil	Magnesium chloride	Potassium aluminum sulfate, 10%	Sulfite liquor
Coal-tar oils	Magnesium sulfate	Potassium carbonate	Tallow and tallow oil
Cottonseed oil	Manganese sulfate	Potassium chloride	Tannic acid
Creosote	Manure	Potassium dichromate	Tanning liquor, 10%
Cresol	Mash, fermenting	Potassium persulfate	Tobacco
Distillers slop	Mercuric chloride	Potassium sulfate	Walnut oil
Ethylene glycol	Mercurous chloride	Rapeseed oil	Zinc chloride
Ferric chloride	Mine water, waste	Sea water	Zinc nitrate
Ferric sulfate	Mineral oil	Silage	Zinc sulfate
Ferrous chloride	Molasses	Sodium bromide	
Ferrous sulfate	Mustard oil	Sodium carbonate	
Fish oil			
Fruit juices			

Technical Data Guide
MasterKure® HD 300WB

Yield

TYPE OF SURFACE	FT./GAL (M ² /L) (MIXED MATERIAL)	APPLICATIONS	DILUTION RATIO (BY VOLUME) WATER TO MasterKure HD 300WB	RATIO
Light to moderately troweled floors	100 (2.45)	2	1 to 1 first 1 to 2 second	1.17
Heavy-duty or densely troweled floors	100 – 300 (2.45 – 7.35)	2	3 to 1 first 1 to 2 second	0.92
Rough-finished floors	100 (2.45)	2	1 to 1 first 1 to 2 second	1.17
Terrazzo (nonresin based)	300 (7.35)	2	3 to 1 each	0.50
Concrete, polished sheen	200 – 300 (4.9 – 7.35)	3	4 to 1 first 3 to 1 second 2 to 1 third	0.78

To estimate the quantity of MasterKure® HD 300WB needed for an application, divide the area of the floor by the coverage rate (ft²/gal or m²/L) of mixed material. Multiply this number by the ratio (in last column). Example: 8,000 ft² floor, moderately troweled: 8,000 ÷ 100 = 80 gallons mixed material x 1.17 = 93.6 gallons of MasterKure HD 300WB needed.

Recommendations for the number of applications and the dilution ratios are based upon average conditions. Coverage varies with application method, porosity, and texture of concrete.

HEALTH, SAFETY AND ENVIRONMENTAL

Read, understand and follow all Safety Data Sheets and product label information for this product prior to use. The SDS can be obtained by visiting www.master-builders-solutions.com/en-us, e-mailing your request to mbsbscst@mbcc-group.com or calling 1(800)433-9517. Use only as directed.

IN CASE OF EMERGENCY: Call CHEMTEL +1 (800) 255-3924 or if outside the US or Canada, +1 (813) 248-0585.

LIMITED WARRANTY NOTICE

Master Builders Solutions Construction Systems US, LLC ("Master Builders") warrants this product to be free from manufacturing defects and to meet the technical properties on the current Technical Data Guide, if used as directed within shelf life. Satisfactory results depend not only on quality products but also upon many factors beyond our control. MASTER BUILDERS MAKES NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ITS PRODUCTS. The sole and exclusive remedy of Purchaser for any claim concerning this product, including but not limited to, claims alleging breach of warranty, negligence, strict liability or otherwise, is shipment to purchaser of product equal to the amount of product that fails to meet this warranty or refund of the original purchase price of product that fails to meet this warranty, at the sole option of Master Builders. Any claims concerning this product must be received in writing within one (1) year from the date of shipment and any claims not presented within that period are waived by Purchaser. MASTER BUILDERS WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES OF ANY KIND.

Purchaser must determine the suitability of the products for the intended use and assumes all risks and liabilities in connection therewith. This information and all further technical advice are based on Master

Builders' present knowledge and experience. However, Master Builders assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third party intellectual property rights, especially patent rights, nor shall any legal relationship be created by or arise from the provision of such information and advice. Master Builders reserves the right to make any changes according to technological progress or further developments. The Purchaser of the Product(s) must test the product(s) for suitability for the intended application and purpose before proceeding with a full application of the product(s). Performance of the product described herein should be verified by testing and carried out by qualified experts.

FOR PROFESSIONAL USE ONLY. NOT FOR SALE TO OR USE BY THE GENERAL PUBLIC.



ATTACHMENT G

CARING FOR YOUR

HARDWOOD

SYSTEM

IMPORTANT

NEVER

shut down the ventilating system in your facility for a prolonged period of time.

NEVER

use household cleaning products or procedures. They can be harmful to the floor finish and to the wood and may also leave floors sticky or slippery, and potentially harmful to athletes.

NEVER

clean your floor using scrubbing machinery or power scrubbers that use water under pressure. Water is your floor's worst enemy!

NEVER

attempt to modify or repair your sports floor without first consulting with your flooring contractor. Do not block or obstruct expansion spaces around the floors perimeter or adjacent to columns and inserts. Make adequate expansion provisions in flooring and subfloor before lagging fixtures, equipment or bleachers through the floor system into the concrete.

Please post in office of superintendent, maintenance engineer, or custodian.

The Connor warranty is solely based on strict compliance with the care and maintenance outlined on this card and the general specifications provided at connorfloor.com. Should you require further clarification, please call Connor Customer Service at 1-800-833-7144.

GENERAL CARE

HUMIDITY AND VENTILATION

Since all wood flooring will expand and contract as relative humidity varies, it is important to minimize extremes between low and high. Hardwood flooring is manufactured at moisture content most compatible with a 35%–50% relative humidity range.

Geographical regions and available mechanicals determine the typical range of temperature and humidity for each facility. Maintaining a 15% fluctuation between highest and lowest average indoor relative humidity provides limited shrinkage and growth.

EXCESSIVE SEPARATION AND TIGHTENING

Separation between flooring boards commonly develops during winter low humidity, and flooring typically aligns generally tight during peak summer humidity conditions. While moderate shrinkage and expansion is normal, make use of available HVAC systems to prevent excessive tightening and shrinkage of flooring.

KEEP WATER AND GRIT OFF THE FLOOR SURFACE

Protect your floors from tracking moisture and grit at exterior doorways by providing suitable floor mats, and check mats frequently to assure no moisture is trapped underneath. Correct all leaks immediately and protect your floor from excessive condensation moisture by properly insulating ductwork, interior drains, and downspouts. Any dampness within your building should be brought to the attention of your architect and engineers.

DAILY CARE

SWEEPING THE FLOOR

Sweep your floor daily with a dry dust mop. Floors with heavy use should be dust mopped up to three times a day.

For more thorough daily cleaning, an untreated dust mop may be sprayed with approved diluted (warm water) floor cleaner* especially compatible with gym floor finishes. Apply cleaning solution to dust mop and not directly to floor, and replace soiled dust mop covers as necessary. Do not allow cleaning residue to build up on the floor surface from excess treatment of dust mop.

SPILLAGE/SPOTS/STAINS

Wipe liquid spills and water from the floor immediately with a thoroughly wrung soft cloth or thoroughly wrung mop dampened with approved floor cleaner.

Remove chewing gum by applying crushed ice in a plastic bag until the gum becomes brittle enough to crumble off the floor surface. Clean remaining residue with cloth dampened with floor cleaner.

Remove aggressive marks (black marks, rubber burns) with cloth dampened with cleaner. Apply cleaners using a soft cloth, never a rough or textured cloth.

FLOOR LOADS

Significant point and/or area loads can affect the integrity of the wood floor surface and athletic subfloor components.

POINT LOADS

Point loads refers to concentration of weight on a small area of the floor surface. Examples of high point loads include wheels that are crowned or tapered rather than those making full and flat contact, and wheels that include center ridges remaining from the molding process. Other examples of destructive point loads include shoe cleats, and table or chair legs with small contact points.

AREA LOADS

Area loads refers to broad based loads that are less likely to compress wood fibers, but if significant are likely to damage flooring and/or subfloor components. Examples of excessive area loads include maintenance equipment such as hoists and lift vehicles.

APPROPRIATE PROTECTION

Application of particular loads such as portable basketball goals and equipment storage carts can require additional wheels. Maintenance equipment such as hoists, lifts and outriggers can require acceptable protective material on the floor such as a layer(s) of sheeting and floor finish protection such as red rosin paper.

- * Approved floor cleaner, such as "Poloplaz Hardwood Floor Cleaner", may be sourced through Poloplaz (800-421-7319) www.poloplaz.com.
- * Your installing contractor or maintenance supplier may offer an alternate cleaning concentrate that can be diluted and used in the manner described, however it must be compatible with the gym finish and contain no oils, silicones or waxes.



PolishGuard

Consolideck® PolishGuard is a durable, protective coating that dramatically increases the stain resistance of interior concrete floors. This non-yellowing formulation enhances the appearance of standard gray, integrally colored, dyed, stained or color-hardened concrete floors. If preferred, treated surfaces may be burnished to produce a high-gloss finish.

PolishGuard is ideal for steel-troweled, burnished, polished or decorative concrete and cement terrazzo floors that are exposed to accidental spills of food products, household cleaners and industrial solutions.

ADVANTAGES

- Produces a long-lasting, tough protective shine on any interior concrete flatwork.
- Perfect for floors hardened/densified with Consolideck® LS®, LS/CS® or Blended Densifier.
- Adds depth and luster to colored concrete, including surfaces decorated with Consolideck® GemTone Stain or ColorHard.
- Keeps soiling and contaminants from penetrating, making maintenance cleaning faster, more effective and more economical.
- Treated floors maintain slip resistance.
- Low odor. Easy to apply. Fast drying.
- Treated surfaces “breathe” – doesn’t trap moisture.
- UV stable. Will not yellow, discolor, peel or flake.
- VOC Compliant. Non-flammable. Non-toxic. Water-based.

Limitations

- Only for use on indoor, horizontal concrete surfaces.
- Not for use around pools or fountains.
- Will not compensate for structural defects. Surfaces must be clean and in good repair before application.

TYPICAL TECHNICAL DATA

FORM	White milky liquid
SPECIFIC GRAVITY	1.01
pH	8.4
WT/GAL	8.50 lbs
ACTIVE CONTENT	15%
TOTAL SOLIDS	15%
VOC CONTENT	100 g/L maximum
FLASH POINT	>200° F (>93° C)
FREEZE POINT	32° F (0° C)
SHELF LIFE	2 years in tightly sealed, unopened container

REGULATORY COMPLIANCE

VOC Compliance

Consolideck® PolishGuard is compliant with the US Environmental Protection Agency’s AIM VOC regulations.

Visit www.prosoco.com/voc-compliance to confirm compliance with individual district or state regulations.

SAFETY INFORMATION

Always read full label and SDS for precautionary instructions before use. Use appropriate safety equipment and job-site controls during application and handling.

24-Hour Emergency Information:
INFOTRAC at 800-535-5053

Product Data Sheet

Consolideck® PolishGuard

PREPARATION

Protect people, vehicles, property, plants and all surfaces not set to receive PolishGuard from product, splash and wind drift. Use polyethylene or other proven protective material. PolishGuard may be applied to existing, cured concrete of any age. Surfaces must be clean and structurally sound. Remove all foreign materials including bond breakers, curing agents, surface grease and oil, and construction debris using the appropriate Consolideck® or PROSOCO surface prep cleaner listed below:

PROSOCO SafEtch®

Not for use on concrete previously treated with Consolideck® LS®, LS/CS® or LSGuard®

- concrete laitance
- construction soiling

Consolideck® Wax & Cure Remover

- waxes, sealers & coatings
- low-solids cure & seals

Consolideck® Cure & Seal Remover

- high-solids cure & seals

PROSOCO Cleaner/Degreaser

- general soiling
- grease and oil

Consolideck® Oil & Grease Stain Remover

- deep-seated oil & grease staining

Follow the appropriate cleaner with thorough water rinsing. If a d-limonene based cleaner/stripper is used, clean treated surfaces with PROSOCO Cleaner/Degreaser and rinse thoroughly.

Acid-stained concrete must be thoroughly neutralized and rinsed prior to application.

Application may begin as soon as prepared surfaces are dry.

Surface and Air Temperatures

Temperatures for application should be 40–100° F (4–38° C).

Equipment

Apply with low-pressure sprayer and a microfiber pad. Do not atomize.

Storage and Handling

Keep from freezing. Store in a cool, dry place. Always seal container after dispensing. Do not alter or mix with other chemicals. Published

shelf life assumes upright storage of factory-sealed containers in a dry place. Maintain temperatures of 40–100°F (4–38°C). Do not double stack pallets. Dispose of in accordance with local, state and federal regulations.

APPLICATION

Read “Preparation” and the Safety Data Sheet before use. **ALWAYS TEST** a small area of each surface to confirm suitability, coverage rate and desired results before beginning overall application. Include in the test area any previous repairs and patches, including aesthetic cementitious finishes. Different surface compositions may result in absorption and/or appearance differences. Test with the same equipment, recommended surface preparation and application procedures planned for general application. Let surface dry thoroughly before inspection.

Dilution & Mixing

Do not dilute or alter. Use as supplied. Mix well before use.

Typical Coverage Rates

Variations in surface texture, concrete quality, porosity, job-site conditions, temperature and relative humidity affect coverage rates and drying times. Calculate coverage rate by testing a representative section of the finished concrete surface using the following instructions. The following figures are for estimating only.

Estimated Coverage Rates

- 400–2,000 square feet per US gal
- 10–49 square meters per Liter

Maximum stain resistance is achieved at overall coverage rates of 400–800 sq.ft. per gallon applied in two thin coats.

Calculating Project-Specific Target Coverage Rate

1. Prepare the test area using the information in the Preparation section. Surfaces must be clean, dry and absorbent.
2. Add 1-gallon of PolishGuard to a clean, pump-up sprayer fitted with a 0.5 gpm conical or fan spray tip. Apply according to the following Application Instructions. Repeat as needed for the desired level of finish.

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3. Measure the test area and the amount of PolishGuard applied to establish the Target Coverage Rate per gallon. Protect the completed test area from moisture for at least 4 hours.

Application Instructions

PolishGuard may be applied to broomed, steel troweled, honed, polished or highly polished interior concrete surfaces. For best results, treat floors with Consolideck® LS®, LS/CS® or Blended Densifier before application.

1. Lightly wet a clean microfiber pad with PolishGuard, leaving the pad damp.
2. Spray-apply using a clean, pump-up sprayer fitted with a 0.5 gpm conical or fan spray tip. Work from one control joint to another.
3. Spread with the damp microfiber pad. Maintain a thin, even coating and wet edge. Stop spreading once drying begins. Do not overlap. Use two people – one spraying and one spreading – for best results.
4. Allow to dry tack free, typically 20–60 minutes.
5. Repeat steps 1–4. Two thin coats are recommended for maximum protection and shine.

For increased gloss, wait at least 60 minutes after the final coat is applied, then use a high-speed burnisher fitted with a white polishing pad. Burnish at a fast walking pace. This is an optional step.

Drying Time

Protect from water for 4 hours. At 72°F [22°C] and 40% relative humidity, product dry times are:

- *To Touch:* 30–60 minutes
- *Light Foot Traffic:* 4 hours
- *Normal traffic:* overnight

Consolideck® PolishGuard gains its full stain repellency properties in 7 days.

Cleanup

Before product dries, clean tools and equipment with fresh water. Immediately wash off over spray from glass, aluminum, polished or other surfaces with fresh water.

Maintenance

Sweep the floor daily with a microfiber pad or dry dust mop. When needed, dry buff with a high-speed burnisher and a white pad to refresh the gloss.

PolishGuard improves the resistance of concrete floors to staining. However, acidic substances, including foods, may etch and stain. Clean ALL spills as quickly as possible.

Use Consolideck® LSKlean or Consolideck® DailyKlean for maintenance cleaning. LSKlean contains lithium-silicate for improving surface density and preserving the surface sheen of Consolideck® floors. Do not use other cleaners, including off-the-shelf and common household cleaners, which may contain acidic or alkaline ingredients that can dull the finish of Consolideck® floors.

To restore maximum shine to high traffic areas, repeat Application Instructions steps 1–5 in affected areas.

Only apply PolishGuard to clean, dry and absorbent concrete. Confirm absorbency with a light water spray – surfaces to be treated should wet uniformly.

Thoroughly neutralize and rinse acid-stained concrete before applying PolishGuard.

For best results, harden/densify floors with Consolideck® LS®, LS/CS® or Blended Densifier before applying PolishGuard.

To minimize scuffing on honed or polished concrete, apply two thin coats rather than a single heavy coat.

To increase gloss, wait at least 60 minutes after the final coat of PolishGuard is applied, then

burnish with a high-speed burnisher using a white polishing pad. Burnish at a fast walking pace. This is an optional step.

Always use Consolideck® LSKlean or Consolideck® DailyKlean for maintenance cleaning of concrete floors. Conventional floor cleaners may dull high-gloss finishes. Consolideck® LSKlean and DailyKlean contain no harsh acids, alkalines, solvents or abrasives.

Never go it alone. If you have problems or questions, contact your local PROSOCO distributor or field representative. Or call PROSOCO technical Customer Care 800-255-4255.

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WARRANTY

The information and recommendations made are based on our own research and the research of others, and are believed to be accurate. However, no guarantee of their accuracy is made because we cannot cover every possible application of our products, nor anticipate every variation encountered in masonry surfaces, job conditions and methods used. The purchasers shall make their own tests to determine the suitability of such products for a particular purpose.

PROSOCO, Inc. warrants this product to be free from defects. **Where permitted by law, PROSOCO makes no other warranties with respect to this product, express or implied, including without limitation the implied warranties of merchantability or fitness for particular purpose.** The purchaser shall be responsible to make his own tests to determine the suitability of this product for his particular purpose. PROSOCO's liability shall be limited in all events to supplying sufficient product to re-treat the specific areas to which defective

product has been applied. Acceptance and use of this product absolves PROSOCO from any other liability, from whatever source, including liability for incidental, consequential or resultant damages whether due to breach of warranty, negligence or strict liability. This warranty may not be modified or extended by representatives of PROSOCO, its distributors or dealers.

CUSTOMER CARE

Factory personnel are available for product, environment and job-safety assistance with no obligation. Call 800-255-4255 and ask for Customer Care – technical support.

Factory-trained representatives are established in principal cities throughout the continental United States. Call Customer Care at 800-255-4255, or visit our website at www.prosoco.com, for the name of the PROSOCO representative in your area.

