



# Request for Proposal

## Janitorial Services

*LPC West Transit Management LLC*

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Section 1. Introduction, Contract Summary & Property Location(s) and Instructions to Bidders
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1.1 Introduction
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LPC West Transit Management LLC (LPC) is the asset management entity overseeing the Transbay Joint Powers Authority's (TJPA's) Salesforce Transit Center, Salesforce Park, Bus Storage Facility (BSF), and bus ramps that connect them. The TJPA is a government entity that, as owner, is responsible for the management and oversight of the Salesforce Transit Center, a modern regional transit hub that connects eight Bay Area counties and the State of California through eleven transit systems.

The Salesforce Transit Center is being developed in two phases. Phase I, now completed, includes the design and construction of the above-grade portion of the Transit Center including the 5.4-acre, 1,400-foot linear Rooftop Park, just over 100,000 SF of retail and office uses, the structure and core of the two below-grade levels of the train station and Bus Ramp. The Downtown Rail Extension, also known as The Portal, facilitating connections to Caltrain and California High-Speed Rail, along with the build-out of the below-grade train station facilities at the Salesforce Transit Center will follow as Phase II.

1.2 Contract Summary & Property Location(s)
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This RFP is for Janitorial Services. LPC West Transit Management LLC will execute a contract with a professional Janitorial Services provider(s) on a non-exclusive basis, which starts on January 01, 2024, and ends on June 30, 2026, and with a 3-Year Option to Extend.

Property/Building Name	Property Type	Address	Square Footage
Salesforce Transit Center	<b>Mixed Use - Transit, Retail, Office, and Park</b>	<b>425 Mission St San Francisco, CA 94105</b>	<b>Phase I Retail/Office – 103,300 SF</b>

The proposed Scope of Work is outlined in Section 4; required services are detailed in Exhibit A. Description of Services and Form of Contract Agreement.

1.3 Instructions to Bidders
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- 1) All questions and requests for clarification should be sent by **Friday, October 13, 2023, by 5:00 PM** via email to:

[SalesforceTransitCenter@lpc.com](mailto:SalesforceTransitCenter@lpc.com) with a carbon copy (CC) to:

[SNg@lpc.com](mailto:SNg@lpc.com), Stephen Ng, General Manager, Lincoln Property Company

- 2) Bidders' questions will be answered via email to all bidders on **Friday, October 20, 2023, by 5:00 PM**
- 3) Submit an electronic copy of the proposal package by **Friday, November 10, 2023, by 5:00 PM** via email to:

[SalesforceTransitCenter@lpc.com](mailto:SalesforceTransitCenter@lpc.com) with a carbon copy (CC) to:

[SNg@lpc.com](mailto:SNg@lpc.com), Stephen Ng, General Manager, Lincoln Property Company

- 4) TJPA and LPC will review the written proposals, and evaluate them based on the provided evaluation criteria. We will determine whether it needs to interview the highest-ranked proposers.
- 5) The successful bidder(s) will be required to obtain appropriate Certificates of Insurance (see Section 5) for each property they are contracted for. The stated limits must be met, and all Additional Insureds must be listed (see Section 5).
- 6) LPC West Transit Management LLC reserves the right to reject any or all bids, waive any bid formality, and engage the firm deemed best able to serve LPC West Transit Management LLC and its customers.

1.4 Submittal Contents
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**a. SUBMITTAL SHALL INCLUDE:**

- Response to Qualifications & Capabilities Questions (see subsection “b” below)
- Description of your team’s Approach to Services, including:
  - Management Approach
  - Transition Plan
- Completed Bid Pricing Form. (see Exhibit C)
  - Currently, there are 12 (day/swing) positions, 2 (night) positions, and a Project Manager on-site
  - Add Alternate – 1 (day/swing) position, and 2 (night) positions.
- Sample Janitorial Standards
- Sample Operational Audit
- Sample Certificates of Insurance (see Section 5)
- Vetted & Qualified Supervisor candidates’ resumes proposed for property

**b. QUALIFICATIONS & CAPABILITIES QUESTIONS**

1. Provide the following information about your firm:
  - a. A brief history of the company
  - b. A short description of your firm’s capabilities and experience, including specifics related to any similar facilities public and/or private facilities that have mixed uses (i.e., public park, public transit, retail, office, etc.).
  - c. A company organizational chart
  - d. Resumes and/or biographies of key personnel who will be involved with this contract
2. Provide examples of Janitorial Services projects performed within the past 2 years that are similar in facility type and scope to that described in this RFP, including:
  - Client
  - Facility name and location
  - Building square footage
  - Brief description of contract services

3. Describe your quality control process and procedures, including:
  - a. Janitorial standards
  - b. Facility and operational audits
4. Describe your procurement program, including any available customer incentives or discounts.
5. Detail your firm's sustainability expertise and experience, including:
  - In-house resources
  - LEED-EB experience
  - Examples of improved sustainability achieved
6. Describe your hiring and employee retention procedures.
7. Describe employee safety training and explain how the safety of personnel and property is handled onsite.
8. Describe commitment to client and tenant satisfaction and the describe tools and processes used to measure and monitor both satisfaction and performance.
9. Provide client references for at least 3 current or previous contracts similar in facility type and scope to that described in this RFP, including:
  - Client
  - Contact name, phone number, and email address

<b>1.5 Disadvantaged Business Enterprise (DBE) / Small Business Enterprise (SBE)</b>
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It is the policy of the LPC to ensure nondiscrimination on the basis of race, color, sex, or national origin in the award and administration of Department of Transportation (DOT)-assisted contracts. It is the intention of the LPC to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to the LPC's construction, procurement, and professional services activities.

Pursuant to 49 CFR Section 26.13, the LPC is required to make the following assurance in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the LPC deems appropriate.

The LPC recommends that Respondents review the TJPA's DBE Program and SBE Programs, available on the TJPA website: <http://www.tjpa.org> > TJPA > Doing Business with the TJPA.

Pursuant to the monitoring requirements outlined in both the DBE Program and the SBE Program, each Respondent will be required to complete and submit the LPC Bidders/Proposers Information Request Form with its Proposal, regardless of DBE/SBE participation. Upon award of the contract, the Respondent will be required to submit the LPC's Progress Payment Report with every invoice request, the Subcontractor Payment Declaration as proof of payment to any subcontractors, and the Final Expenditure Report with the completion of the contract. These forms are attached to this RFP and are available on the TJPA website: <http://www.tjpa.org> > TJPA > Doing Business with the TJPA.

#### 1 Equal Employment Opportunity

The LPC encourages Respondents to actively recruit minorities and women for their respective workforces. The LPC requests copies of any nondiscrimination or equal opportunity plan that the Respondents have in place.

#### 2 DBE Participation

The LPC has a race-neutral DBE Program and there is no DBE goal on this contract; however, Respondents are encouraged to obtain DBE participation and should refer to the section below for information about any mandatory SBE utilization goal.

#### 3 SBE Utilization Goal

LPC, in coordination with TJPA, has established an SBE utilization goal of 20.5% for the Services. Under the SBE Program, TJPA places enforceable SBE goals on contracts as appropriate. Meeting the goal or demonstrating good faith efforts to do so is a condition of contract award. LPC accepts certifications from the following as SBEs: any state's Unified Certification Program, California Department of General Services, and the San Francisco Contract Monitoring Division.

## Section 2. RFP Process Schedule

October 06, 2023	Requests for Proposal Emailed to Bidders
November 10, 2023	Completed Bid Packages Due Electronically
November 28, 2023	Notification of Awarded Bidder
January 01, 2024	Anticipated Contract Start Date

## Section 3. Evaluation Criteria

Proposals will be evaluated using the following criteria. LPC/TJPA will use specific points for each evaluation criterion:

- a. Demonstrated ability to perform required services and track record of success on similar projects
- b. Proposed project team capabilities and experience
- c. Capacity/depth of resources available to ensure responsive service
- d. References from current and/or previous building owners/operators
- e. Proven approach to providing quality and cost-effective services
- f. Commitment to client/tenant satisfaction
- g. Innovative or value-added services
- h. Transition Plan and ability to manage that transition
- i. Pricing for the Project
- j. Commitment to sustainable practices and environmental stewardship



Scoring Criteria:

1. Performance -- 25 points
  - a. Ability to perform required services
  - b. Capacity/depth of resources available to ensure responsive service
  - c. Commitment to client/tenant satisfaction
2. Transition Plan -- 20 points
  - a. Plan to transition from current to new contractor with limited loss of knowledge or disruption to client
  - b. Ability to manage that transition
3. Experience -- 25 points
  - a. Proven success on similar projects
  - b. Proven approach to providing quality and cost-effective services
  - c. Proposed project team capabilities and experience
4. References -- 10 points
  - a. Quality references from current and/or previous building owners/operators where contractor provided similar services
5. Price -- 20 points
  - a. Value of pricing proposal

Section 4. Proposed Scope of Work
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**Work Specifications**

- a. Contractor shall provide Janitorial Services.

**Contracted Services**

- The Contractor shall, for any equipment or systems under warranty by the manufacturer or installer, contact the responsible agent for repair, replacement or service. The Contractor shall coordinate the repair replacement or service with the Manager.
- Contractor shall establish and maintain a digital maintenance library consisting of manufacturer manuals, maintenance manuals, operating logs, and similar compilations of information pertaining to any janitorial equipment.
- Contractor shall establish a program of janitorial inventory control replacement parts, supplies, removable tools, and equipment, and provide Manager with periodic reports on usage, current inventory, and predicted requirements as needed.
- Contractor represents that it will keep employed skilled and competent employees to perform the services set forth herein and will provide all manpower required to operate and maintain the Project.
- Contractor shall comply with The Federal Occupational Safety and Health Act and all other applicable government rules and regulations. Material Safety Data Sheet (“MSDS”) shall be kept and maintained in the Property Management office or other such place as directed by Manager. In addition, the Contractor shall comply with safety practices and procedures as may reasonably be required by Owner or Manager.
- The Contractor shall in the performance of his/her work leave the areas clean of debris upon completion of the assigned task or job.
- Contractor in conjunction with Manager and/or Owner shall assist in establishing the criteria, procedures, and methodologies associated with operating a “**Green Building**.” The Contractor shall recommend, propose, and implement, with Manager’s approval, operational mode changes whenever feasible to affect maximum conservation of energy, “green” products, etc. Contractor shall ensure that its personnel will strictly follow those established guidelines in accordance with mandated policies and programs. Contractor shall work with Owner to ensure that the property maintains its Gold LEED certification (or any other designation level that Owner decides to maintain and/or pursue).

- The Contractor shall adhere to the policies, rules, and regulations as imposed on Manager by Owner or Tenant.
- Contractor in-house office staff/personnel and regional and district managers and the like shall be available to assist and support the on-site staff for at no additional cost, unless previously agreed to by the Manager.
- Contractor shall maintain/clean bus ramp (including cable stay bridge segment) and under freeway bus storage area.
- The Contractor shall complete all other tasks or duties as needed or necessary and as determined by Manager.
- Transition Plan - The Transit Center is a complex and large facility with numerous types of occupant classes, functions, and systems. A seamless transition and knowledge transfer from the existing contractor to the new contractor selected as a result of this RFP is essential. Respondents must identify their proposed plan and strategies for managing that transition in a manner that minimizes disruption, inefficiency, or knowledge loss. Among other things, respondents may propose to offer existing janitorial team members working at the transit center the opportunity to join the respondent's team.

Section 5. Certificate of Insurance Requirements
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Please include in your bid submittal a Sample Certificate of Insurance with the specifications listed below:

**Minimum Certificate of Insurance (COI) Requirements:**

Commercial General Liability Insurance:	<b>\$1,000,000</b>
Commercial Automobile Liability Insurance:	<b>\$1,000,000</b>
Excess / Umbrella Liability Insurance	<b>\$5,000,000</b>
Workers Compensation:	<b>\$1,000,000</b>

Please see Exhibit B for further COI requirement details including the Additional Insured language.

## **Exhibit A - Description of Services**

**The following Rules and Regulations will be strictly adhered to and enforced. In all cases, coordinate activities or questions with the Manager. The Prime Contractor is responsible for issuance of a copy of these rules and regulations to all subcontractors and employees.**

**Owner reserve the right to require removal from the Transbay Transit Center of any Contractor or subcontractor's employee exhibiting behavior which would justify termination from building management guidelines. Such action does not waive the contractor's responsibility to complete the services as agreed.**

### **1. INTENT**

It is the intent of Owner that the Contractor, under the direction of Owner ("Manager"), provide the labor, supervision and management that is required to perform the Work (as described and specified in the applicable service specifications herein) and to insure overall cleanliness to the locations listed herein, ("Buildings"). The Work shall be performed to the greater of the standards applicable to "Class "A" Buildings or the standards specified in this RFP.

### **2. COOPERATION AND COORDINATION**

Contractor shall cooperate with Owner and other trades doing Work at the site. Contractor shall plan its schedule and arrange the Work so as not to conflict with other trades working at the site or the business functions of Manager. Contractor shall familiarize itself with the work to be done by others insofar as it affects Contractor's Work and shall promptly share information and coordinate with others in order to achieve a harmonious working environment.

Contractor shall immediately notify Manager orally and in writing of any conditions that might prevent the satisfactory completion of its Work. In case of any conflict between Contractor's Work and any work to be performed by others, The Manager shall have the final decision with respect to addressing and resolving the conflict and Contractor shall promptly comply with each such decision.

### **3. EQUIPMENT & SUPPLIES**

The Contractor shall provide all Equipment, tools, receptacle and supplies necessary for the effective and efficient cleaning services of the Buildings in accordance with the intent and the letter of specifications. In the event that products are supplied by Manager, all proceeds shall be credited to Manager. All Contractor Equipment and tools shall be state-of-the-art and consistent with good practices. Any Contractor Equipment or tools that Manager may deem unsuitable shall be removed from the Buildings and replaced with suitable equipment within 24 hours of notification to the Contractor by Manager. The Manager will be the sole judge of the suitability of all Contractor Equipment.

All Contractor Equipment and tools shall be used exclusively for the performance of the Work and for no other purpose and shall be stored in a secure, enclosed storage area or garage, as the case may be, designated and provided by Manager. Sufficient quantities of Equipment and tools shall be maintained in Manager's storage area for all routine needs. Contractor shall have the responsibility for the custody, care and safekeeping of all Equipment and tools. All storage areas

and garages shall be kept in a neat and clean condition and are subject to Manager's inspection at anytime. Contractor shall not have the exclusive right to use and/or occupy any storage area or garage and shall accommodate all other uses designated by Manager, from time to time.

Notwithstanding anything to the contrary contained in this proposal, Contractor, shall at its sole cost and expense, provide all cellular communication devices and/ or radios used by the Employees and shall pay all charges imposed by the cellular service provider selected by Contractor. Radios intended for use at the Buildings shall operate on the Buildings' Established Frequency as determined by the Manager. All Managers, Supervisors, Forepersons, Freight Operators, and Specialty Workers assigned to the Buildings must be issued Radios.

Contractor is responsible for bringing only the quantity of chemicals or hazardous materials into the Building as is required to perform the Work and Additional Work for a period of one month. Such products should be those that afford the greatest degree of environmental and human health protection that can effectively perform the Work and Additional Work. Contractor is responsible for the safe handling, use and disposal of such chemicals or hazardous materials and shall provide Manager with Material Safety Data Sheets (MSDS) for each product used, at each and every building cleaned as well as a copy must be kept in the storage area of the chemicals or hazardous materials. MSDS and other OSHA required safety information shall be clearly posted in all employee supply, storage and locker areas. Contractor shall be familiar with and have read and understood the label of any chemical product the Contractor will use at any of the Buildings. Contractor and Contractor's employees, agents or subcontractors, shall be trained on the human health effects of all such products, personal protective equipment requirements for such products (if any) and procedures for safely mitigating any spills of the product. Contractor shall supply spill kits, neutralizers or absorbents in sufficient quantity to safely mitigate any potential spills Contractor, its employees, agents or subcontractors, may cause. Contractor must immediately notify Owner and Agent on any spill other than an accidental spill of chemical product. An accidental spill is generally a spill of less than one cup of chemical product.

#### **4. UNIFORMS**

Contractor shall, at its sole cost and expense, provide its Employees with all uniforms, work clothing, apparel, shoes and seasonal clothing, including, but not limited to shirt, trousers, smocks and outerwear (collectively, "Uniforms") and all safety and protective devices. The color and style of all Uniforms shall be subject to the prior approval of Manager in each instance. Uniforms shall not bear any insignia or logo without the prior written consent of Owner. Contractor shall clean, launder, press, repair and maintain all Uniforms in accordance with generally accepted standards of the textile industry so that all Employees present a neat and professional appearance at all times. Uniforms that are worn out shall be promptly replaced. While on duty, all Employees are required to wear a properly fitted, full and complete Uniform and to display appropriate photo identification badges. Notwithstanding anything to the contrary contained in this proposal, Owner shall not be required to pay any amount in connection with the cost and expense incurred by Contractor for providing and laundering Uniforms, for providing safety and protective devices used by the Employees and for any training required in connection therewith.

#### **5. WASTE DISPOSAL**

Contractor shall collect, clean and remove all trash and other matter and materials except for hazardous materials, as defined under applicable federal, state and local laws, in leak-proof containers and deposit the containers at the trash collection areas designated by Manager, or as otherwise required by Owner.

All Employees involved in trash removal/recycling shall be familiar with, and comply with Owner procedures and policies and all other laws, rules and governmental regulations that are applicable to trash removal/recycling as imposed by governmental, quasi-governmental or other agencies having jurisdiction.

Contractor shall provide protective covering such as plastic tarps to protect Carpet coverings in areas where trash is staged for transport and removal.

## **6. QUALITY ASSURANCE**

All Work shall be performed in a first-class, industry-accepted, workmanlike manner, to the satisfaction of Owner. Contractor's Site Manager shall submit a daily report detailing any non-daily routine tasks. Contractor will develop quality control forms and specification schedule sheets for all Work performed and within a future date from the date of contract award the Contractor shall submit the forms and schedules to Manager for approval.

Contractor's Management Employees shall inspect all Work on a daily or weekly basis as designated by Manager from time to time. Weekly, Contractor shall deliver to Manager, a copy of all daily and weekly inspection reports. Contractor will employ the necessary Management Employees who shall supervise Contractor's other Employees in the performance of the Work. Management Employees shall be present at The Buildings during the performance of the Work and shall attend weekly meetings with and scheduled by Manager.

All procedures in connection with the Work must be submitted in writing to Manager for approval before implementation. Any risks inherent in any procedure must be clearly disclosed and explained. All routine procedures must be submitted to Manager annually for approval.

All services listed in the forthcoming Cleaning Specifications shall be performed at the indicated frequencies or at such other frequencies as may be determined by The Manager. The terms " as necessary" and " as required" when used in the forthcoming Cleaning Specifications shall be defined as determined by The Manager from time to time.

## **7. RELATED DUTIES**

In addition to the supervision of all Work, the Management Employees shall be responsible for the following items (if checked):

Instructing personnel to turn-off all lighting as soon as possible each night.

**Instructing personnel that lights will be left on during the performance of Work in occupied areas.**

Securing all suite entrances in conjunction with Owner's security staff.

Preparing and promptly delivering to Manager a written report of each incident of injury to any person, damage, loss or theft involving Owner fixtures, property or Equipment. The form and substance of each report shall be satisfactory to Manager.

**Contractor shall promptly advise Manager of all damages to property of Owner or property of others, all injuries incurred by persons including employees of the Contractor (or**

**any subcontractor) in any manner relating, either directly or indirectly, to the work to be done or the services to be performed by the Contractor. A detailed incident report should be completed and submitted to Manager within 24 hours after the incident.**

Immediately advising Manager of any conditions or circumstances that have caused or may cause any material disruption of services, or that is or may become hazardous or that affects or may affect or threaten the life, health or safety of any individual or that constitutes an emergency.

While cleaning the tenanted areas, Contractor's personnel will not admit anyone into a tenanted area, and all doors shall remain locked at all times, Upon completion of nightly chores, all lights will be turned off, exterior doors locked and offices left in a neat and orderly condition. Any exceptions (i.e. leaking faucets, malfunctioning lights, broken locks, loose carpeting, etc.) shall be brought to the attention of Manager, and placed in the daily logbook.

Contractor will provide the Manager with a list of all employees providing services associated with the scope of services for each physical location. The list shall be updated as needed by Contractor and provided to Manager. Such lists shall include roving managers.

## **8. PRICING**

Contractor shall provide pricing based on a cost-plus basis, time & material basis.

## **9. PERSONNEL TIME KEEPING**

All Employees except those designated in writing by The Manager, shall be required to sign or log "in" and log "out" in accordance with the procedures established by Owner from time to time. Upon a future date designated by Manager of being awarded business, Contractor shall provide The Manager with a schedule indicating the name and job assignment for each Employee. The job assignments and the number of Employees assigned thereto shall be submitted to The Manager and a revised schedule shall be delivered to The Manager promptly following each change in the schedule and each such change shall be subject to the prior written approval of The Manager.

## **10. HOURS OF WORK**

Contractors must exercise good judgment in all forms of work to be performed. Realizing the tenants' rights to a peaceful and quiet workplace must be the priority at all times. If the Contractor is unsure, the Contractor should contact the Building Management staff prior to starting work.

## **11. CONTRACTOR'S WORK FORCE**

All Employees shall be qualified to perform the Work required in connection with their job assignment and to achieve and maintain the level of service described herein.

If any Employee or any person employed by any permitted subcontractor of Contractor is not acceptable to Owner, said individual shall be immediately removed from The Buildings, prohibited from working at The Buildings and shall be replaced immediately by Contractor or the subcontractor, as the case may be, with an individual acceptable to Owner. Requests for the removal of any such personnel will be limited to disciplinary and/or security reasons or other lawful grounds and shall not be based upon gender, race, age, national origin or other grounds



prohibited by law. Contractor shall immediately notify Manager of the name of each Employee and any person employed by any permitted subcontractor who is terminated or suspended by Contractor and the name of each individual hired to replace any Employee who is terminated.

Contractor shall maintain and show evidence of an adequate back-up force of personnel, including management personnel, and equipment and a crisis management team with the ability to provide additional and immediate assistance to Owner in case of flood, fire, casualty, natural or man-made disasters, or other emergency circumstances.

Upon the execution of an Agreement, Contractor shall provide Manager with the names and telephone numbers (excluding Contractor's local branch number or answering service) for at least five supervisory personnel who can be contacted by The Manager 24 hours per day, 7 days a week in the event of an emergency and who are authorized to dispatch back-up working crews in the event of a request by Owner for such services. Contractor will update the emergency telephone list as required throughout the term of this Agreement so that Owner shall always have current numbers.

The Management Employees shall: (i) be assigned to adequately monitor and control all Work to completion each night; (ii) become familiar with Owner's emergency, fire and disaster plans and shall assume the duties assigned to them by Owner in connection with these plans; (iii) comply with and assist Owner in enforcing the portions of Manager's security plan that relates to the activities of the Employees; and (iv) be available, upon request, to meet with Manager during normal business hours.

In addition to Site Managers and Management Employees assigned to the direct supervision of other Employees, Contractor shall maintain and show evidence of adequate senior management level staff who shall make periodic scheduled and unscheduled visits to The Buildings to assure that the Work is being performed in accordance with the Agreement and that all Employees are performing the Work in accordance with the Agreement.

Contractor shall assure that at least one English speaking staff member is available at each service location. If not, then an English-speaking interpreter must be available via telephone to communicate service needs to site staff.

Contractor shall, at its sole cost and expense, engage a firm satisfactory to OWNER, to prepare a comprehensive background report for each individual who will be assigned by Contractor to work at the Buildings after the date of an Agreement. At OWNER's request, Contractor shall promptly provide OWNER with a copy of the background search and the results of any applicable drug and alcohol tests. Upon a future date by Owner, Contractor shall cause a comprehensive background report for each existing Employee to be prepared and shall deliver the results to Manager in the manner provided herein. If any existing Employee has been convicted of a crime, Contractor shall immediately and permanently remove the Employee from the Buildings. (See Security Requirements for Personnel)

Owner will determine at a future date from the execution of an Agreement when the Contractor shall submit to OWNER a written plan to provide all training that is necessary or required for Employees to perform the portion of the Work to which they have been assigned. Contractor shall, prepare, implement and administer the plan and provide all training in a timely manner and at its sole cost and expense. The program and all modifications thereto shall be subject to the prior written approval of Manager. Appropriate documentation, satisfactory to OWNER, verifying the successful training of applicable Employees shall be submitted to Manager at appropriate intervals determined by Manager.

At least annually, Contractor shall provide Manager with a written evaluation of the performance of all Employees. Contractor shall take appropriate action to correct the deficiencies cited for each Employee.

The Manager shall have the right to approve all Employees who are assigned to The Buildings.

Contractor shall keep on file and, as requested, provide for Manager' inspection, proof of U.S. citizenship or legal residence for all employees. No Contractor employee will be allowed to work on the premises unless they are in conformance with all rules and regulations regarding citizenship, immigration and any other rules/regulations, laws, etc. by the authority having jurisdiction.

Contractor employees shall not eat, drink or smoke on duty. They shall not use telephones, disturb papers on desks, open drawers or cabinets, turn on televisions or radios, or use cellular phones without prior written authorization from Manager.

Contractor agrees to give Manager two-week notification, and submit for approval any and all supervisory and/or key personnel changes.

All personnel furnished by the firm selected are required to be employees of the firm selected. At no time will they be considered employees of OWNER or Client and at no time may an individual working for the firm also be an employee of OWNER or Client. The firm selected will pay the salary of all the firm's personnel as well as all employer's Federal, State and Social Security taxes, Federal and State Employment taxes and any other personnel taxes required by law.

The firm selected will provide an Account Manager with a minimum of five (5) years experience managing accounts for the Contractor.

The firm selected will, at its own cost and expense, provide training and seminars to personnel assigned to the Building(s).

During Emergency and/or Storm conditions certain buildings may have extended hours and service needs. Contractor shall plan for and be prepared to staff as requested by Manager.

## **12. SECURITY**

Employees must demonstrate the utmost care and caution when in sensitive or secure areas of the Building(s). Unless otherwise directed by Owner officials, security personnel or Manager, said Employees are required to stay clear of unauthorized areas. If any Employee is confronted with abnormal conditions or circumstances, the affected Employees shall immediately stop all activities and contact OWNER and building security personnel for further instructions.

Contractor shall insure that all Employees who work at the Buildings are adequately informed of and comply with all applicable directives, policies, procedures and rules and regulations issued or adopted by Owner from time to time.

Contractor shall develop a program, in conjunction with Owner, for the controlled access of all Employees in order to limit Employee access to only those areas to which they must have access. This includes both card and key accessible areas.

Contractor shall not admit any unauthorized personnel into the Buildings (to include personal acquaintances, children or spouse).

The Contractor's supervisor shall be responsible for key control and will not issue keys to any Contractor employee without carefully considering the consequences and will account for sign-out of keys issued daily. All Contractor employees shall be informed that taking these keys outside the Buildings will be grounds for immediate termination. Contractor employees will turn all Buildings keys over to the supervisor before leaving the premises. The supervisor will not take any Buildings keys off premises.

Upon loss of key(s) to any office, common area rooms, janitorial closets, conference room or other locked area of the premises for which Contractor has key access, the Contractor will immediately advise the Manager. Re-keying shall include the replacement of any tenant or other entry key, which may have been previously issued. In addition, Contractor shall be liable for any additional loss, costs and expenses, including attorney's fees, that Owner may incur due to the loss of a key or keys that Contractor is responsible for.

### **13. SAFETY**

Contractor shall, at its sole cost and expense, be responsible for the safety of all Employees and for assuring that the Work is performed in a manner that does not jeopardize the safety of any person present at the Buildings or damage OWNER and/or tenant property. Contractor shall perform all Work in an appropriate and careful manner so as to minimize the risk of damage, fire, flood, or other hazards or casualty.

Contractor is responsible for assuring that all personnel, Equipment and operations of the Contractor at the Buildings are in conformance with the Occupational Safety and Health Act (OSHA), including but, not limited to, all "Right To Know" information, Material Safety Data Sheets and supporting documentation and all other applicable federal, state and local laws and regulations. Contractor shall promptly advise Manager in writing if any product, Equipment or other item supplied by Owner for use by Contractor, any Employee or any permitted subcontractor does not comply with OSHA regulations.

Notwithstanding anything to the contrary contained herein, OWNER and/or Client shall not be required to pay any amount to Contractor in connection with Contractor's obligations under this Section and with respect to the costs and expenses incurred by the Contractor in providing any safety equipment, devices or training to the Employees.

### **14. COMPLIANCE WITH LAWS, ORDERS AND REGULATIONS**

Contractor represents and warrants that Contractor: (i) is experienced, skilled in the performance of the services that are required to be provided in connection with the performance of the Work; (ii) possesses all governmental certificates, licenses, consents, approvals and permits (collectively, "Licenses") that are required in connection with the performance of the Work; and (iii) is thoroughly familiar with all laws, orders and rules and regulations that are applicable to the Work (collectively, "Laws"). During the term of the Agreement, Contractor shall comply with all Laws and shall maintain all Licenses in full force and effect.

Contractor further warrants and represents to Owner that: (i) all Employees possess all Licenses, including, but not limited to, a Driver License, that are required by applicable law or regulation in connection with the performance of the portion of the Work that has been assigned to the respective Employee; (ii) all Employees who are hired by Contractor following the date of an

Agreement shall possess all Licenses, including, but not limited to, a Driver License that are required by applicable law or regulation in connection with the performance of the portion of the Work that has been assigned to the respective Employee.

All Licenses shall be valid and maintained in full force and effect throughout the term of the Agreement and a copy thereof shall be delivered to Owner within 3 days following its request for such copy.

Notwithstanding anything to the contrary contained in this proposal, Owner shall not be required to pay any amounts to Contractor or any Employee in connection with the procurement, maintenance and/or renewal of any License, except for labor costs that Contractor is obligated to pay to any Employees to compensate them for the time spent by them in taking any examination for a License or Special License and for the time spent traveling to and from the site of the examination.

Contractor's employees must comply with Building Rules & Regulations at all times when at the Buildings.

### **15. BOOKS AND RECORDS**

Contractor shall maintain separate and accurate books and records in connection with the performance of the Work, including, but not limited to, all labor costs and expenses incurred by Contractor and shall retain all such books and records for a period of six years following the Termination Date. All books and records shall be prepared in accordance with generally accepted accounting principles consistently applied and shall only reflect information that is pertinent to this proposal and shall not reflect any information that is applicable to any other business of Contractor.

Owner and its representatives shall have the right to audit and copy said books and records during normal business hours at Contractor's office located closest to The Buildings. Owner's rights under this paragraph shall survive the termination of an Agreement.

Contractor shall provide written or verbal reports to The Manager as directed. These reports shall be in a format accepted by the Manager.

### **16. SPACE**

Owner shall designate and furnish, without charge to Contractor, storage and washroom space for the non-exclusive use by the Employees and all such space shall be deemed to be part of the Licensed Premises and subject to all the terms and provisions that are applicable to the Licensed Premises.

### **17. PARKING**

There will be no Contractor parking in the dock areas unless authorized by Building Management. After loading and unloading in the dock area, vehicles must be moved offsite. Vehicles and any personal property are left at the owner's own liability. Do not leave keys in vehicle.

Any exception to dock rules must be confirmed by Building Management. If this is not possible,

the loading dock designated security guard's decision will be valid and final.

#### **18. INTERRUPTION OF BUILDING SERVICES**

Owner reserves the right, without liability or obligation to Contractor, to stop or reduce any heating, elevator, lighting, ventilating, air conditioning, gas, steam, power, water, janitorial or other service of any type or nature or to interrupt the use of any facilities or portions of the Buildings at any time and from time to time as may be necessary and for as long as may reasonably be required in the discretion of Owner as a result of any accident, alteration, repair, maintenance, construction, damage, casualty or Force Majeure.

#### **19. ELEVATOR SERVICE**

Contractor shall have the reasonable non-exclusive use of elevators designated Manager. Contractor shall comply with all rules and regulations adopted by Manager from time to time with respect to the use of the elevators. If such designated elevators are not available, Manager may assign alternate elevators to Contractor for temporary use by Contractor. Contractor shall protect the interior of all elevators from damage, paying special attention to any Carpet coverings.

#### **20. DAY STAFF AND ADDITIONAL LABOR (IF APPLICABLE)**

The Contractor shall provide Day Staff. Final determination of Day Staffing levels shall be approved by the Manager. The Contractor shall submit a proposed Day Staff model (see Sample Day Janitorial Cleaner Schedule & Task Requirements. Specific job assignments shall be included.

The Contractor shall supply Annual, Monthly, Weekly, Daily and Hourly pricing for Supplemental Labor that may from time to time be required by the Manager.

#### **21. CHANGES TO SCOPE OF SERVICES**

OWNER may, from time to time, order changes by additions or deletions to the original specification. Should this occur, the invoiced sum would be adjusted accordingly. All such orders must be in writing and the Contractor shall not be entitled to reimbursement for any extra costs unless the amount of such extras is approved in writing before the work involved in any such change has commenced.

#### **22. SUBCONTRACTING**

The Contractor may not subcontract work without the prior written consent of the Manager. The Contractor agrees that it will not at any time prior to or during the term of the Agreement, either directly or indirectly, use any subcontractor(s) and/or labor and/or materials which would or will create any difficulty with other subcontractors and/or labor engaged by the Contractor or The Manager in the operation of the premises or any part thereof.

Task	Area	Frequency	
<b>rooftop (based on Park requirements)</b>			
Clean restrooms	Restrooms	Daily	
Check restrooms	Restrooms	Daily	
Scrub restroom floors	Restrooms	Upon Request	
Hand sweep of litter from paths	Sanitation	Daily	
Pick litter from gardens and plant beds	Park	Upon Request	
Empty trash cans (16 sets, 3 trashcans per set.)	Sanitation	Daily	Currently (3) sets of trash cans, 2-3xs Empty trash cans
Bus tables	Sanitation	Daily	
Wipe games tables	public	Daily	
Move trash from park collection point	public	2-xDaily	
Remove gum/gum spots	park	Daily	
Empty and clean buckets, supplies, tools	Sanitation	Daily	
Clean yoga mats	Sanitation	N/A	
Clean Imagination Playground Area	Sanitation	Upon Request	
Clean Park storage space	Sanitation	Upon Request	
Digital displays (5)	Park	Daily	
Clean fountain power wash	park	U Request	
Walkway floor, power wash floor	walkway	Weekly	
clean light fixtures	public	Upon Request	
Hose out trash/recycling receptacles and liners (16 sets, 2 receptacles)	Sanitation	Weekly	
Clean wheeled trash cart (gondola) 2?	Sanitation	Daily	
Clean wheeled trash cans (6-10)	Sanitation	Daily	
Clean any vents (R.R., storage area)	Sanitation	Upon Request	
Clean silver electrical boxes (circuit panels) #10?	Sanitation	Upon Request	
Clean gutters	Sanitation	Upon Request	
Organize storage, any other storage areas & BOC	Sanitation	Weekly	
Clean benches	Sanitation	Weekly	
Clean Park trash and recycling cans (16 sets, 3 receptacles)	Sanitation	Weekly	
<b>Lower Concourse</b>			
<b>COMMON AREA EATING \ VENDING AREA</b>			
DAMP WIPE TABLES AND CHAIRS OF LOOSE SOIL, SMUDGES AND SPILLS		DAILY	
REARRANGE CAFÉ SEATING TO ITS PLANNED LAYOUT		DAILY	
SPRAY AND WIP MICROWAVE OVEN(S) INSIDE AND OUT		Weekly	
DUST ALL HIGH AND LOW SURFACES WITHIN NORMAL REACH		WEEKLY	
DUST AND DAMP-WIPE LEDGES WITHIN NORMAL REACH		WEEKLY	
SPOT CLEAN ALL WALLS, LIGHT SWITCHES, AND DOORS REMOVING FINGERPRINTS, SMUDGES, AND SPILLS		WEEKLY	
SPOT CLEAN FABRIC FURNITURE WITH AN APPROVED SPOTTER		WEEKLY (UR) BI-	Upon Request
VACUUM EDGES AND CORNERS OF CARPETED FLOORS		WEEKLY (UR)	Upon Request
SHAMPOO, STEAM OR DRY CLEAN, AND EXTRACT ALL CARPETED AREAS		(UR)	Upon Request
CONFERENCE/ interview ROOMS (5)			
EMPTY ALL TRASH RECEPTACLES AND REPLACE LINERS AS NECESSARY.		DAILY	
VACUUM AND SPOT CLEAN ALL CARPETED FLOORS		DAILY	

PROPERLY ARRANGE ALL TABLES AND CHAIRS DAMP WIPE TABLETOPS COLLECT ALL DISHES, CUPS, AND UTENSILS AND RETURN TO CAFÉ DISH ROOM WINDOW SHADES NEED TO BE PUT ALL THE WAY UP WINDOW BLINDS NEED TO BE PUT ALL THE WAY DOWN DUST ALL HIGH AND LOW SURFACES WITHIN NORMAL REACH VACUUM EDGES AND CORNERS OF CARPETED FLOORS DUST AND DAMP WIPE LEDGES WITHIN NORMAL REACH		DAILY DAILY Upon R Upon R Upon WEEKLY WEEKLY WEEKLY	
<b>CORRIDORS</b>			
SPOT CLEAN ALL WALLS, LIGHT SWITCHES AND DOORS EMPTY ALL TRASH RECEPTACLES AND REPLACE LINERS AS NECESSARY CLEAN/POLISH DRINKING FOUNTAINS AND DAMP WIPES SURROUNDING WALLS(5?) DUST AND SPOT-WIPE ALL DOORS AND DOOR FRAMES USING APPROVED SPOTTER, SPOT CLEAN CARPETED AREAS DAMP MOP HARD SURFACE FLOORS DUST ALL HIGH-LEVEL HORIZONTAL SURFACES WITHIN NORMAL REACH DUST HIGH AND LOW AREAS SUCH AS PICTURES, CLOCKS, ETC. SHAMPOO, STEAM, OR DRY CLEAN, AND EXTRACT ALL CARPETED AREAS		DAILY DAILY DAILY BI-WEEKLY (UR) DAILY BI-WEEKLY WEEKLY BI-WEEKLY (UR)	Upon Request       Upon Request
<b>HARD WALLED OFFICE AREAS</b>	OFFICE		
EMPTY ALL TRASH RECEPTACLES AND REPLACE LINERS AS NECESSARY DUST DESKTOP TELEPHONES VACUUM ALL CARPETED FLOORS (COMPLETED ON TUESDAY/THURSDAY) DAMP- WIPE ALL DOORS AND DOOR FRAMES VACUUM EDGES AND CORNERS OF CARPETED FLOORS DUST AND SPOT WIPE ALL AIR DIFFUSERS AND LIGHT FIXTURES STRIP, WAX AND POLISH ALL HARD SURFACE FLOORS CLEAN AND POLISH ALL METAL BRIGHTWORK DUST MOP AND/OR SWEEP ALL HARD SURFACE FLOOR AREAS DAMP MOP ALL HARD SURFACE FLOORS USING A GERMICIDAL DISINFECTANT, AND IF PRESENT SANITIZE FLOOR DRAINS SHAMPOO, STEAM OR DRY CLEAN, AND EXTRACT ALL CARPETED AREAS		DAILY BI-WEEKLY BI-WEEKLY WEEKLY BI-WEEKLY (UR) DAILY DAILY      DAILY (UR)	Upon Request           Upon Request
<b>EMPLOYEE BREAK ROOMS</b>	BREAKROOM		
CLEAN ALL RESILIENT FLOOR SURFACES WITH CHEMICALLY TREATED DUST MOP SPOT CLEAN ALL COMPOSITION FLOORS DUST AND POLISH ALL FURNITURE CLEAN AND POLISH MIRRORS CLEAN SINKS AND DAMP-WIPE ALL COUNTERTOPS USING AN APPROVED DISINFECTANT CLEAN AND POLISH ALL METAL BRIGHTWORK EMPTY ALL WASTE BASKETS AND REPLACE LINERS AS NECESSARY DAMP MOP ALL HARD SURFACE FLOORS USING A GERMICIDAL DISINFECTANT, AND IF PRESENT SANITIZE FLOOR DRAINS INSPECT AND FILL ALL DISPENSERS AS NEEDED		DAILY DAILY DAILY (UR) DAILY DAILY (UR) DAILY DAILY DAILY	Upon Request       Upon Request
<b>STREET LEVEL</b>			
<b>FREIGHT ELEVATORS (1)</b>	FREIGHT		
FULLY SWEEP AND DAMP MOP FLOOR		DAILY	

CLEAN AND/OR POLISH ELEVATOR CABS, DOORS, INDICATOR LIGHTS AND TRACKS REMOVE ALL GRAFFITI ELEVATOR LOBBIES WALLS AND FIXTURES (4) DAMP MOP USING AUTOMATIC SCRUBBER IN THE HARD FLOOR ELEVATOR LOBBIES (4) PRESSURE WASHING MINNA & NATOMA FROM 2 <sup>ND</sup> STREET TO BEALE SHAW VALLEY – FLOOR SCRUBBING STREET LEVEL BEAM CLEANING		WEEKLY  WEEKLY Monthly Monthly (UR)	Monthly or Upon Request  Monthly or Upon Request  Upon Request
<b>ELEVATOR (9) &amp; ESCALATORS (10)</b>	<b>ELE/ESC.</b>		
SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERMARKS, SMUDGES AND STAINS DAILY FULLY VACUUM ALL CARPET FROM WALL-TO-WALL TO INCLUDE CORNERS AND EDGES DAILY DAMP WIPE AND POLISH ELEVATOR BRIGHT METALWORK DAILY DETAIL VACUUM AND DAMP-WIPE ELEVATOR TRACKS DAILY DUST ALL CAN LIGHTS USING DUST WAND IN THE PASSENGER ELEVATORS BI-WEEKLY DETAIL CLEAN THRESHOLD PLATES REMOVING ALL VISIBLE SOIL IN THE FREIGHT AND PASSENGER ELEVATORS WIPE, SPOT CLEAN, VACUUM, AND POLISH ALL ESCALATOR LANDINGS (16) DAMP-WIPE ALL ESCALATOR HANDRAILS DAILY SPOT CLEAN AND DRY WIPE ALL ESCALATOR BALUSTRADES, NOS COURING IS PERMITTED DAILY (5) CLEAN AND POLISH ESCALATOR TREADS, RISERS, LOWER SKIRT GUARDS, AND THRESHOLDS (10)		DAILY DAILY DAILY (UR) Bi-weekly  Bi-weekly DAILY Weekly  (UR) (UR)	Upon Request  Upon Request Upon Request
<b>LOBBIES, ELEVATOR LOBBIES/LANDINGS</b>	<b>LOBBIES</b>		
EMPTY ASH TRAYS, CLEAN CIGARETTE URNS, SMOOTH SAND, AND REPLACE AS NECESSARY (3? Street level?) REMOVE ALL GRAFFITI HAND WASH ALL WALLS DAMP MOP USING AUTOMATIC SCRUBBER IN THE HARD FLOOR ELEVATOR LOBBIES WIPE AND SPOT CLEAN ALL GLASS DIRECTORIES AND SIGNAGE DAMP WIPE AND POLISH ALL METAL BRIGHTWORK WITHIN NORMAL REACH		DAILY DAILY WEEKLY WEEKLY DAILY DAILY	
<b>QUIET ROOMS/MOMMY ROOMS (PER ROOM) (location?) N/A right now</b>	<b>MOMMY RM.</b>		
DAMP WIPE SOILED WASTE BASKETS EMPTY ALL TRASH RECEPTACLES AND REMOVE COLLECTED TRASH TO DESIGNATED AREA. REPLACE LINERS AS NEEDED SPOT CLEAN ALL WALLS, LIGHT SWITCHES, DOORS AND VENDING MACHINES DAMP WIPE ALL TABLES AND CHAIRS (1 table two chairs) CLEAN AND SANITIZE ALL SINKS AND WIPE DRY FILL PAPER TOWEL DISPENSERS DAMP-WIPE ALL COUNTERTOPS DUST MOP AND DAMP MOP HARD SURFACE FLOOR (ENTIRE AREA) DUST ALL BASEBOARDS, LEDGES, MOULDINGS, AND OTHER LOW REACH AREAS DUST ALL HIGH-LEVEL HORIZONTAL SURFACES SPRAY AND WIPE REFRIGERATORS INSIDE AND OUT. PERFORM THIS TASK AFTER 9:00 PM EVERY FRIDAY. DO NOT DISCARD ANYTHING. DEFROST AS NEEDED		(UR)  (UR) (UR) (UR) (UR) (UR) (UR) (UR) (UR) (UR) (UR) (UR)	Upon Request  Upon Request Upon Request Upon Request Upon Request Upon Request Upon Request Upon Request Upon Request Upon Request
<b>PUBLIC AREAS AND CORRIDORS</b>	<b>PUBLIC</b>		
GRAND HALL POLISH HARD SURFACE FLOORS USING HIGH-SPEED BURNISHER ALONG WITH SPRAY BUFF OR MOP ON RESTORER DAMP MOP FLOOR USING SCRUBBER MACHINE		(UR) Weekly	Upon Request



<p>EMPTY ALL TRASH RECEPTACLES AND REPLACE LINERS AS NECESSARY (PEAK HOURS FOR TRANSPORTATION)  CLEAN/POLISH DRINKING FOUNTAINS AND DAMP-WIPESURROUNDINGWALLS  (10) DUST AND SPOT WIPE ALL DOORS AND DOOR FRAMES  USING APPROVED SPOTTER, SPOT CLEAN CARPETED AREAS (ENTRY MATS?)  DUST ALL HIGH-LEVEL HORIZONTAL SURFACES WITHIN NORMAL REACH  DUST HIGH AND LOW AREAS SUCH AS PICTURES, CLOCKS, ETC.  FULLY SWEEP ALL WALKS  WIPE AND SPOT CLEAN ALL STANDPIPES, COLUMNS, ETC. TO REMOVE WATER STAINS  FOOD TRUCK VENDOR TRASH AND DEBRIS</p>		<p>DAILY  DAILY (M)  BI-WEEKLY (UR)  DAILY WEEKLY  N/A</p>	<p>Monthly  Upon Request  Upon Request  Upon Request</p>
<p><b>JANITOR CLOSETS/STORAGE AREAS (Per closet)</b></p>	<p>CLOSET</p>		
<p>EMPTY WASTE BASKETS AND REMOVE COLLECTED TRASH TO DESIGNATED AREA. REPLACE LINERS WHEN TORN OR SOILED  CLEAN THE FLOOR AND TIDY ALL EQUIPMENT. REMOVE ITEMS THAT DO NOT BELONG  EMPTY VACUUM CLEANER BAGS AND CHECK BELTS  CLEAN MOP SINKS AND LEAVE FREE OF ALL DEBRIS</p>		<p>DAILY  DAILY  WEEKLY  DAILY</p>	
<p><b>LOADING DOCK AREAS</b></p>	<p>DOCK</p>		
<p>HAUL ALL COLLECTED TRASH AND RECYCLE TO DESIGNATED AREAS. DEPOSIT INTO APPROPRIATE CONTAINER(S), COMPACTOR OR BALER  SPOT MOP ALL TRACKAGE AND SPILLS  RESTROOM  USING PUSH BROOMS SWEEP ALL DOCK FLOOR SURFACES TO INCLUDE UNDER ALL COUNTERS, FIXTURES, EQUIPMENT, ETC.  POWERWASH ALL DOCK FLOORS</p>		<p>DAILY  DAILY  3xDaily    Weekly  MONTHLY</p>	
<b>BUS DECK</b>			
<p>RESTROOMS (DRIVER RESTROOMS)  CLEAN ALL FIXTURES AND SANITIZE, USING APPROVED CLEANER  EMPTY ALL WASTE RECEPTACLES AND REMOVE TRASH TO DESIGNATED AREA  DAMP WIPE WASTE RECEPTACLES WITH A DISINFECTANT  CLEAN AND POLISH MIRRORS  DUST AND/OR SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES TO INCLUDE DISPENSERS, PARTITIONS, WALLS/DOORS WITH DISINFECTANT  CLEAN SINKS AND DAMP WIPE ALL COUNTERTOPS USING AN APPROVED DISINFECTANT  CLEAN AND POLISH ALL METAL BRIGHTWORK  DUST MOP AND/OR SWEEP ALL HARD SURFACE FLOOR AREAS  DAMP MOP ALL HARD SURFACE FLOORS USING A GERMICIDAL DISINFECTANT, AND IF PRESENT SANITIZE FLOOR DRAINS  INSPECT AND FILL ALL DISPENSERS AS NEEDED  WASH TILE WALLS NEXT TO URINALS AND TOILETS IN THE RESTROOMS WITH A GERMICIDAL DISINFECTANT  MACHINE SCRUB ALL RESTROOM FLOORS USING GERMICIDAL DISINFECTANT  DUST AND SPOT WIPE ALL AIR DIFFUSERS AND LIGHT FIXTURES  WALL AND FLOOR GROUT</p>		<p>DAILY  DAILY  DAILY  DAILY    DAILY  DAILY  DAILY  DAILY    DAILY  DAILY    WEEKLY (UR)  (UR)  (UR)</p>	<p>Upon Request  Upon Request  Upon Request</p>
<p><b>PEDESTRIAN PLATFORM AREA</b></p>			
<p>SCRUB FLOOR &amp; EDGE MOP  EMPTY ALL WASTE RECEPTACLES AND REMOVE TRASH TO DESIGNATED AREA (16 SETS OF 2?)  POLICE AREA FOR DERIS/SPILLS</p>	<p>FLOOR</p>	<p>(W)  DAILY  DAILY</p>	<p>Weekly</p>

WIPE AND SPOT-CLEAN ALL STANDPIPES, COLUMNS, GLASS, ETC. TO REMOVE WATER SPLASHES AND STAINS		DAILY	
BUS DRIVING AREA			
SCRUB, POWERWASH & VACUUM BUS OFF-RAMP SWEEP	BUS AREA BRIDGE	(UR) (UR)	Upon Request Upon Request
STAIRWELLS (3) ROOF TO STREET LEVEL			
SWEEP ALL HARD SURFACE FLOORS AND STAIRS SPOT CLEAN ALL DOORS, WALLS AND JAMBS DAMP MOP ALL HARD SURFACE FLOORS DUST AND/OR SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES TO INCLUDE HANDRAILS, BASEBOARDS, AND LIGHT FIXTURES HIGH DUST ALL SURFACES NOT REACHED DURING NORMAL OPERATIONS		Weekly Weekly (UR)  MONTHLY (UR)	Upon Request  Upon Request

## SERVICE REQUIREMENTS

### 1. EXPECTATIONS

The Work covered by this Contract involves janitorial cleaning services for the cleaning of property management office space; bus ramp; bus storage area; corridors; lobbies; rest rooms; conference rooms; exterior entrances; vending; data centers/computer rooms; dock areas; garage bay areas; storerooms; crating rooms; stairwells and any and all customer, employee and public spaces contained within the Buildings and Additional Buildings. The Work will be performed in designated areas of the Buildings and Additional Buildings.

#### Services Provided

Services to be provided include routine and project cleaning of the following items including but not limited to: walls, ceilings, furniture and furnishings including chairs, wardrobes, tables, desks, telephones, shelving/bookcases, pipes, high dust areas, blackboards/marker boards, clocks, exit/other signs, pictures, interior window sills, spotting of interior glass and lobby glass, all Carpet surfaces; Carpet coverings (carpeting, rugs, tile, etc.) walk-off mats, baseboards, cabinets, ash urns, water fountains, doors and door frames, moldings, transoms, radiators, and other heating devices, grills, vents/lovers, blinds, steps/banisters, elevator tracks, coat racks, credenzas/office furnishings, filing cabinets, air conditioners, fire extinguishers, drainage and toilet fixtures, sinks, mirrors, sanitary napkin/other dispensers, lockers, tubs, shower rooms, shower curtains, partitions, urinals, table-top and modular furniture, lighting or illuminating fixtures, carts, dollies, soap, paper towel and toilet tissue dispensers, equipment, pads, trash containers, microwaves, refrigerators, stairwells, and any and all customer, employee, and public items. In addition to the above items, services include day cleaning of secured and non-secured areas (where applicable), conference facility cleaning, sweeping and policing of steps, entrances, sidewalks and grounds, trash/waste removal to designated locations. Also included is spot cleaning of fingerprints and smudges on all walls, doors, glass and other furniture.

Surface traffic cleaning, spot cleaning and vacuuming of carpet are included in services.

No rest room supplies (paper products such as toilet tissue, liners, hand towels, feminine hygiene products, etc.) are to be included in the monthly service cost.

Contractor guarantees that the Work shall be performed in a good and workmanlike fashion and manner, free from defects in materials and workmanship, strictly in accordance with all specifications.

### 2. Additional Work

Additional work must be completed in accordance with the work order procedure and policy. Only additional work authorized in writing (work/service order) by OWNER Management, will be paid for services requested beyond the scope of the Contract. Additional work includes but is not limited to the following services:

Carpet Care (outside the scope of the Contract)

## 2 DEFINITIONS

Cleanliness: For Items Subject to cleaning, per specifications, cleanliness means:

- The absence of litter or debris which can be eliminated by appropriate policing techniques

- The absence of un-bonded dust build up which can be eliminated by appropriate dusting techniques
- The absence of any surface marks, spills or other bonded surface residue that can be eliminated by appropriate damp or wet cleaning techniques
- The absence of any soil, wax, or bonded build up which can be eliminated by appropriate heavy duty, cycle or project cleaning technique
- The presence of appropriate surface gloss or protection
- The absence of minor spots, marks or other surface soil which can be eliminated by appropriate spot cleaning technique.
- The absence of dust, lint and other fiber accumulation in fabric and carpeted areas which can be eliminated by appropriate vacuum cleaning techniques.

Timing:

- Repeated – Performed as Needed to maintain cleanliness
- Daily – One time per day (Monday-Friday) at the appropriate time to be determined by Manager based on the service needed.
- # X Weekly – Performed two or more times per week (as indicated), but less than daily, at the appropriate time to be determined by Manager based on the service needed.
- Weekly - One time per week (Monday-Friday) at the appropriate time to be determined by Manager based on the service needed.
- Bi-Weekly One time every other week (Monday-Friday) at the appropriate time to be determined based upon the service needed.
- Monthly - One time per month (Monday-Friday) at the appropriate time to be determined by Manager based on the service needed.
- Quarterly – Four times per annum at the appropriate time to be determined by Manager based on the service needed.
- Semi-Annually – Two times per annum at the appropriate time to be determined by Manager based on the service needed
- Annually - One time per annum (Monday-Friday) at the appropriate time to be determined by Manager based on the service needed.

Non-Service Days – Days predetermined by Manager where no service will be performed.

It is understood that whenever the terms “adequate” or “as required” or “as necessary” or “if necessary” or “clean” are indicated in the specifications, these terms shall be construed to mean “as determined by Owner and/or its Agent”

- **POLICE** – Inspect, pick up debris and correct obvious deficiencies.
- **SWEEPING** – To gather and remove surface dust and debris from any and all floor surfaces using a broom, brush or dust mop.
- **DUST MOPPING** – Use of a Chemically Treated floor tool to attract and remove dust and debris from floor surfaces
- **SPOT MOPPING** – Using a damp mop or sponge type tool to wipe up spots and spills from floor surfaces
- **DAMP MOPPING** – Surface cleaning of entire areas of floor surfaces using a single bucket and mop, wringer and clear water
- **WET MOPPING** – A two bucket, two mop operation using detergent and water to wet mop the floor and clean water to rinse the surface being mopped dry after rinsing.
- **MOP STRIPPING** – Similar to wet mopping but substituting a detergent specifically formulated for mop-stripping in place of ordinary detergent. The mop-strip detergent should be capable of removing floor finish as well as surface stains.
- **MACHINE SCRUB OR MACHINE STRIP** – Same as mop-stripping but utilizing a rotary floor machine to facilitate the stripping prior to rinsing

- **STRIP AND RE-FINISH** – Machine scrubbing of resilient floor finish followed by the application of light multi-layers of an approved floor finish
- **SPRAY BUFFING** – The mist application of an approved floor finish while buffing with a rotary floor machine for the purpose of restoring the luster to a previously stripped and refinished floor surface
- **DRY BUFFING** – Similar to Spray buffing but omitting the application of additional finish
- **CARPET VACUUMING** – Removing dust and debris from carpet surfaces and fibers with a tool designed to electrically create a vacuum and drive a brush affixed with beater bars to loosen embedded debris
- **CARPET SPOT CLEANING** – To remove spots from carpeting using appropriate approved chemicals and methods without damaging the carpet or permanently “fixing” the stain.
- **SANITIZING** – Cleaning with a solution containing a germination detergent, chemically formulated to kill germs and bacteria.
- **WASH** – Using a sponge, brush or Cloth along with a solution of neutral detergent and water to remove built-up stains, residue, or scum followed by a rinse of clear water wiped dry with a sponge or cloth that has been thoroughly “wrung out” so as to avoid leaving streaks or water spots
- **RINSE DRY** - To rinse with clear water and wipe dry with a spong, mop or cloth which has been thoroughly “wrung-out” so as to avoid leaving streaks or waterspots

## **EXTERIOR SURFACE OF BUILDING (if applicable)**

### **A. General**

This item covers washing and drying of all exterior surfaces, including windows, window sills, window mullions, all architectural shaped "duranodic" finished aluminum panels, metal light poles, and all columns at the base of the Building and the architectural metal on the structure. Work shall be organized and scheduled so that the surface is shaded while being washed. Minimum washing shall be accomplished once every sixty (60) days. At the end of each working day, Contractor will provide the Manager or Chief Engineer with a job ticket listing all the work performed that day. This specification may be revised from time to time as required by Owner.

### **B. Equipment**

Contractor shall provide and maintain, at Contractor's cost, staging and scaffolding equipment necessary to perform interior and exterior window/metal washing. All equipment used shall conform to all federal, state and local code, inspection, and safety requirements.

### **C. Washing Procedures**

1. Washing shall start at the top of the Building and clean only an area conveniently within reach at one time. It is preferable to clean the surface when it is shaded.
2. The window glass and all exterior surface areas shall be washed using a method and materials generally used and accepted by other first-class office buildings in the community and approved by the Owner. Said material, in any event shall be non-injurious to any glass, metal or other surface of and/or adjacent to the Building, as well as the landscaping surrounding the Building. After the window and metal have been washed, it should be dried with a squeegee, and all corners and drips should be wiped with a clean chamois. It is desirable to remove any cleaner rundown as soon as possible from unclean portion of the Building in order to avoid difficult-to-remove stains. The metal surface, when clean, shall have a smooth finish and feel to the hand.
3. The window cleaning should be coordinated so that the run-off from cleaned areas does not go onto newly cleaned surfaces.

## **WINDOW CLEANING (if applicable)**

### **A. General**

At the end of each working day, Contractor will provide Manager or Chief Engineer with a job ticket listing any work performed that day on inside, lobby or ground floor window glass.

### **B. Ground Floor**

All ground floor windows, where applicable as determined by Owner, shall be cleaned in accordance with the specifications listed above. Lobby glass shall be cleaned weekly inside and out.

### **SPECIFICATION FOR CLEANING CHEMICALS, DISPENSING SYSTEM, AND PROCEDURES**

The cleaning chemicals, dispensing system, and cleaning procedures used in the facility should meet the following criteria:

1. Cleaning Chemicals – The chemicals used in the Building should be either GS-37 or GS-40 certified or they should be classified as Environmentally Preferred Products (EPP).
  - A. Green Seal Certifications
 

GS-37 Cleaners Categories - The GS-37 standard establishes environmental requirements for the following industrial and institutional cleaners:

    - Glass Cleaners
    - General Purpose Cleaners
    - Restroom Cleaners
    - Industrial Degreasers
    - Carpet Cleaners

GS-40 Cleaners Categories - The GS-40<sup>1</sup> standard establishes environmental requirements for the following industrial and institutional floor-care products:

    - Floor Finish/Sealers
    - Floor Finish Strippers
  - B. Environmentally Preferred Products (EPP)
 

EPPs are products produced with best-in-class criteria for performance, reduced environmental impact, and enhanced safety. Best-in-class criteria are based on the 12 criteria points used by Green Seal to evaluate products. To qualify as an Environmentally Preferred Product, the product must meet at a minimum 11 of the following 12 criteria:

    - Human Toxicity
    - Carcinogens and Reproductive Toxins
    - Skin and Eye Irritation
    - Skin Sensitization
    - Combustability
    - Ozone/VOC
    - Aquatic Toxicity
    - Aquatic Biodegradation
    - Eutrophication
    - Recyclable Packaging
    - Concentrate
    - Prohibited Ingredients

## 2. Dispensing System

- A. Along with meeting the above specifications, products should also be delivered through a dispensing system that meets the following list of criteria:
  - Safe, spill-tight, permanently integrated head and bottle
  - Backflow prevention
  - Portable dispensing
  - Duo flow rate dispensing (high-flow for buckets; low-flow for bottles)
  - Ergonomically designed handle
  - Accurate dilution rates that can be verified
  - 100% recyclable container
- B. Floor finish should be provided in plastic bladders which are contained inside a corrugated outer box made with a minimum of 25% recycled material.

## 3. Cleaning Procedures and Storage

- A. Wherever possible, the successful bidder will implement a system of chemicals, procedures, and tools that meet GREENGUARD Indoor Air Quality® certification which measures indoor air quality for low-emitting products and materials.
- B. The successful bidder shall also use cleaning procedures recognized by the US Green Building Council for LEED certification, along with providing documentation on employee training programs.



**Exhibit A1 – Form of the Contract Agreement**

**LPC WEST TRANSIT MANAGEMENT LLC  
SHORT FORM CONTRACT AGREEMENT**

**Vendor: \_\_\_\_\_**  
**Services: \_\_\_\_\_**

This Agreement is made and entered into on \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter designated as the "Contractor," and LPC West Transit Management LLC, a Delaware limited liability company, hereinafter designated as "LPC."

WITNESSETH: That, in consideration of covenants, agreements and stipulations contained herein, the Contractor and LPC hereby covenant, promise and agree to the following:

ARTICLE I SERVICE: The Contractor agrees to furnish all supervision, labor, materials, supplies, and equipment as may be necessary to complete and provide materials and/or services as set forth in the Contractor's "Proposal" dated \_\_\_\_\_ attached hereto as Exhibit A-1 and hereby included as part of this Agreement (the "Proposal"). The terms and conditions of this Agreement shall prevail over any conflicts with the Contractor's Proposal. Contractor agrees that the services, work, labor, materials, supplies and/or equipment to be performed by Contractor under this Agreement (collectively, the "Services") shall be performed and completely finished to the satisfaction of LPC, in a first-class and workmanlike manner, using the highest level of professional skill, care and diligence. Description of the Services: See Exhibit A-1 and Exhibit A-2 attached hereto and incorporated herein. Contractor shall perform each portion and all of the Services in accordance with the scheduling requirements of LPC. Specified completion dates and schedules, if any, are of the essence of this Agreement. Contractor shall keep the portions of the Center (as defined in Article XIII) used or accessed by any "Contractor Party" (as hereinafter defined) free from accumulation of waste materials or rubbish caused by its operations, and shall promptly notify LPC of the occurrence of, and shall repair (or pay for the repair of), any damage to the Center or any personal property of "Owner" (as defined in Article XIII below), LPC, or any tenants, occupants or other users of the Center caused by Contractor and/or its agents, employees, consultants, subcontractors, materialmen, officers, directors or representatives (collectively, the "Contractor Parties"), or its or their equipment or supplies. Storage of equipment or supplies at the Center shall be subject to LPC's prior written consent, but in all events subject to the other provisions of this Agreement, and any such storage shall be at Contractor's sole risk. LPC will make available to Contractor, from time to time, contractor and/or manufacturer warranty requirements or specifications (collectively, "Warranty Requirements") relating to the Center. Contractor agrees that Contractor and its subcontractors (a) will familiarize themselves with all such Warranty Requirements made available to them, (b) shall be subject to, and shall comply with, such Warranty Requirements at its sole cost and expense, and (c) shall not act, or fail to act, in a manner which will void any contractor and/or manufacturer warranty.

ARTICLE II LOCATION: The Services shall be provided by the Contractor at Salesforce Transit Center, San Francisco, CA 94105.

ARTICLE III EXTRAS: Only the Services as specified in the Proposal are agreed upon. No extras, add ons, or deviations from the Services as specified, will be permitted by or on behalf of either party, unless a written "extra work" order has first been prepared, agreed upon and duly signed by both LPC and the Contractor.

ARTICLE IV INSURANCE: Throughout the term of this Agreement, the Contractor and its subcontractors, if any, shall secure and maintain, at its own expense, the following insurance requirements with companies satisfactory and acceptable to LPC. Contractor and its subcontractors, if any, shall furnish LPC certificates evidencing such insurance concurrently with Contractor's execution of this Agreement:

(a) Workers' Compensation (including employer's liability insurance with limits of not less than \$1,000,000, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of the State of California.

(b) Commercial General Liability (I.S.O. 2001 Form or equivalent approved by LPC) in the Contractor's name with limits of liability in the amount of at least \$1,000,000 each occurrence/\$1,000,000 general aggregate limit (other than products- completed operations)/\$1,000,000 products/completed operations aggregate Limit on a combined single limit basis for injuries to persons (including death) and damage to property.

- (i) Such policy should be written on an occurrence form, and shall include:
- (ii) Contractual coverage for liability assumed by Contractor under this Agreement;
- (iii) Personal and advertising injury coverage;
- (iv) Products-completed operations;
- (v) Independent contractors coverage; and
- (vi) Additional Insured endorsement (I.S.O. Form CG 20 10 11/85 "Form B" version or its equivalent approved by LPC) naming LPC, Owner, the entities listed on Exhibit B attached hereto, and any other parties requested by LPC or Owner.

(c) Business Automobile Liability (I.S.O. Form CA 00 01 10 01 or equivalent approved by LPC) in the Contractor's name with limits of liability in the amount of at least \$1,000,000 each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.

(d) Excess or Umbrella Liability Insurance in excess of the underlying Commercial General Liability, Business Automobile Liability and Employer's Liability, in an amount not less than \$5,000,000 per occurrence, written on an occurrence form, and not less than \$5,000,000 in the aggregate for the Center and covering Contractor's obligations under this Agreement. The policy shall be concurrent with and follow the form of the underlying insurance, including additional insured provisions and shall be primary and noncontributing with any insurance maintained by the additional insureds. Should the insurance have claims filed against it that are reasonably expected to erode 70% of the aggregate limits for any policy period, Contractor shall arrange with the insurer to reinstate the aggregate limit, at Contractor's expense.

(e) [Intentionally omitted].

(f) [Intentionally omitted].

(g) The insurance carried by Contractor shall, as applicable, comply with the same requirements set forth in Sections 16.3.3 and 16.4 through 16.8 of the Master Asset Management Agreement respecting Owner's and LPC's insurance, as set forth on Exhibit C attached hereto. All Contractor (and subcontractor) insurance coverage as outlined above shall be primary to and non-contributory with any insurance LPC and/or Owner may have in place. In addition, all applicable property damage and worker's compensation policies of Contractor (and any subcontractor) shall contain appropriate clauses pursuant to which the respective insurance carriers shall waive all rights of subrogation with respect to losses payable under such policies; and Contractor (and all subcontractors) waive any claims against LPC and Owner, their partners, directors, officers, agents, servants and employees, which would normally be covered by such insurance, including any deductibles, co-insurance or self-insurance retentions, irrespective of the cause thereof.

ARTICLE V ASSIGNMENT: No assignment by the Contractor of this Agreement may be made without prior written permission by LPC. This Agreement may be freely assigned by LPC, in which event LPC shall be released from all liability and obligation hereunder.

ARTICLE VI INDEMNIFICATION: To the fullest extent permitted by applicable law, Contractor agrees to "Indemnify" (as defined in the Master Asset Management Agreement and set forth on Exhibit C) LPC and its partners, affiliated companies, representatives, agents and employees (collectively the "Indemnified Manager Parties") and the "Owner's Indemnitees" (as defined in the Master Asset Management Agreement and set forth on Exhibit C) from and against any "Claims" (as defined in the Master Asset Management Agreement and set forth on Exhibit C) that any of the Indemnified Manager Parties and/or Owner's Indemnitees may suffer, sustain or incur arising out of or in connection with the breach, default, negligence, willful misconduct or fraud of the Contractor and/or any other Contractor Party in the performance of its obligations and duties under this Agreement, whether active or passive, actual or alleged, whether in the provision of the Services, failure to provide any or all of the applicable Services, or otherwise, all pursuant to and in accordance with the provisions of Article 15 of the Master Asset Management Agreement, which is set forth on Exhibit C. Contractor's obligations under this Paragraph shall survive the termination or expiration of this Agreement. The Indemnified Manager Parties, and Owner's Indemnitees will also be held free and harmless from any litigation resulting from patent/trademark infringements as well as any action as a result of Antitrust or Restraint of Trade law practices. In the event any Indemnified Manager Party and/or any Owner's Indemnitee are named as a party to any litigation resulting under the above indemnity provision, each such Indemnified Manager Party and/or Owner's Indemnitee is reserved the right to defend themselves in accordance with the provisions of Article 15 of the Master Asset Management Agreement (which is set forth on Exhibit C), and Contractor shall reimburse each such Indemnified Manager Party and/or Owner's Indemnitee for its reasonable attorneys' fees and expenses for such defense.

ARTICLE VII LICENSES, PERMITS & FEES: The Contractor agrees to: obtain, provide and/or pay for all necessary licenses, permits, fees as required to properly perform and/or provide as required in this Agreement.

ARTICLE VIII WARRANTIES: [intentionally omitted].

ARTICLE IX APPLICABLE LAW: The Contractor agrees that the Services, sub-contractors, employees, vendors and materials provided under this Agreement will be sold, delivered or provided in compliance with this Agreement and all applicable laws, orders, rules and regulations of governmental agencies having jurisdiction over the same. Such governmental agencies and regulations include but are not limited to the Environmental Protection Agency; Uniform Commercial Code as adopted by the State of California; Occupational Safety and Health Administration regulations; Applicable environmental, health and safety laws and regulations pertaining to supplies, materials, tools and machinery used in providing the Services. If Contractor receives notice of any violation by Contractor or any Contractor Party of any laws relating to the Services provided hereunder, Contractor shall promptly notify LPC thereof. This Agreement shall be governed by, and any disputes shall be settled pursuant to, the laws of the State of California without regard to principles of conflict of laws. The parties agree that any state or federal district court located in the City and County of San Francisco, State of California shall have exclusive jurisdiction over any case or controversy arising from, under or in connection with this Agreement and shall be the sole and exclusive forum in which to adjudicate any such dispute(s).

ARTICLE X TAXES; MECHANICS LIENS: The Contractor agrees to pay any or all Federal, State, or local taxes which are or may be assessed upon the Services furnished by said Contractor under this Agreement.

Contractor agrees to keep the Center free of all liens, claims or encumbrances ("Liens") arising out of the performance of the Services by Contractor or by any of the Contractor Parties, and shall furnish LPC with appropriate lien waivers from all potential claimants. If any Liens are filed, LPC may, upon ten (10) days' written notice to Contractor, without waiving its rights based on such breach by Contractor and without releasing Contractor from any obligations hereunder, pay and satisfy the same and in such event the sums so

paid by LPC shall be due and payable by Contractor immediately without notice or demand, with interest from the date paid by LPC through the date Contractor pays LPC, at the highest rate permitted by law.

**ARTICLE XI COMPENSATION:** Subject to Article XIII below, LPC agrees to pay the Contractor the amounts as outlined in the Proposal (taxes included, where applicable), which amounts are also set forth on Exhibit A-1. Subject to Article XIII below, payment shall be issued to the Contractor by LPC within forty-five (45) calendar days of receipt of invoice. Contractor shall itemize applicable charges and taxes on invoice. Final Lien Waivers, as supplied by LPC, shall be required from the Contractor for all invoices exceeding \$5,000.00, or as may be required by law, prior to release of payment.

**ARTICLE XII TERM OF AGREEMENT:** The initial term of this Agreement shall be for \_\_\_\_\_ years, commencing on \_\_\_\_\_. Contractor acknowledges that time is of the essence for this Agreement. LPC may terminate this Agreement immediately without prior notice if the grounds for such termination are the failure by the Contractor to perform the Services required under this Agreement or acts of intentional misconduct by the Contractor's employees or sub-contractors. This Agreement may also be amended (by adding or deleting properties) or terminated by LPC, without cause, and at no additional cost, upon thirty (30) days prior written notice/electronic correspondence to Contractor. This contract as stated is non-exclusive, on-call, as needed.

**ARTICLE XIII OWNER: ASSET MANAGEMENT AGREEMENT:**

- (a) LPC has been engaged by Transbay Joint Powers Authority ("Owner"), as the owner of the Salesforce Transit Center (formerly referred to as the "Transbay Transit Center") (the "Center") to manage and operate the Center pursuant to that certain Asset Management Agreement between LPC and Owner (as the same may be modified, amended, replaced or supplemented, the "Master Asset Management Agreement").
- (b) Contractor's rights pursuant to this Agreement with LPC are subject and subordinate at all times to the Master Asset Management Agreement, and to all of the covenants and agreements set forth in the Master Asset Management Agreement. In particular, and without limiting anything set forth in this Agreement, Contractor specifically acknowledges and agrees that it shall be bound by, and shall comply in all respects with, the "Maintenance Plan" for the Center (to be developed by Owner and LPC), as well as the provisions of Article 29 of the Master Asset Management Agreement, which is set forth on Exhibit C attached hereto, and the other provisions of the Master Asset Management Agreement set forth on Exhibit C. Contractor agrees that all rights and privileges granted under this Agreement are subject to the limitations imposed on LPC by the Master Asset Management Agreement and that, except as expressly provided in this Agreement, LPC is not granting any rights or privileges to Contractor under this Agreement that are not expressly granted to LPC under the Master Asset Management Agreement. Contractor further acknowledges and agrees that Owner shall be an intended third-party beneficiary of this Agreement with rights to directly enforce the obligations of Contractor hereunder pursuant to and in accordance with the terms and conditions of this Agreement. Any disputes between the parties to this Agreement arising out of or in connection with any claim that Owner may bring against LPC under the Asset Management Agreement shall be subject to and governed by the dispute resolution procedure set forth in the Master Asset Management Agreement. This Agreement shall not be effective until Owner consents in writing to this Agreement.
- (c) With respect to any obligation of LPC to be performed under this Agreement, wherever this Agreement grants to LPC a specified number of days to perform its obligations, LPC shall have an additional amount of time to perform the obligation, in the event that the Owner's consent, approval, payment or other action is required under the terms of the Master Asset Management Agreement. LPC may immediately terminate this Agreement if the Master Asset Management Agreement between LPC and Owner is terminated by Owner or if Owner directs LPC to terminate this Agreement.
- (d) The timing and procedure for the processing and payment of any amounts payable to Contractor under this Agreement shall be pursuant to and in accordance with the applicable provisions of the Master Asset Management Agreement. In particular, Contractor specifically acknowledges and agrees that LPC's obligation to make any payment to Contractor under this Agreement is expressly subject to and contingent upon LPC's receipt of a corresponding payment from Owner under the Master Asset Management Agreement, and that any failure by LPC to make any such payment to Contractor hereunder as a result of Owner's failure to make its corresponding payment under the Master Asset Management Agreement shall not be deemed a breach by LPC under this Agreement; provided, however, that, subject to Contractor's timely compliance with the conditions for payment set forth in this Agreement, LPC shall diligently seek payment of all such invoices from Owner under the Master Asset Management Agreement. Notwithstanding anything in this Agreement to the contrary, Contractor specifically acknowledges and agrees that Contractor shall not be entitled to any compensation or reimbursement of any amounts under this Agreement unless such request for compensation or reimbursement has been approved in writing by Owner under the Master Asset Management Agreement.
- (e) Contractor shall comply with "Environmental Law" (as defined in the Master Asset Management Agreement and set forth on Exhibit C) and, to the extent Environmental Law requires, clean up any "Hazardous Substance Discharge" (as defined in the Master Asset Management Agreement and set forth on Exhibit C) on, at, or under the Center caused by Contractor or any Contractor Party; (b) make all submissions to, deliver, or cause to be delivered, all information required by, and otherwise fully comply with all requirements of any "Government" (as defined in the Master Asset Management Agreement and set forth on Exhibit C) under Environmental Laws related to any Hazardous Substance Discharge on, at, or under the Center caused by Contractor or any Contractor Party; (c) if any Government requires any clean-up plan or clean-up because of a Hazardous Substances Discharge on, at or under the Center caused by Contractor or any Contractor Party, prepare and submit the required plans and all related bonds and other financial assurances; (d) promptly and diligently carry out all such clean-up plans required by the acts or omissions of Contractor or any Contractor Party; and (e) Indemnify the Owner's Indemnitees and the Indemnified Manager Parties against any Hazardous Substances Discharge or violation of Environmental Law caused by Contractor or any Contractor Party.

LPC and the Contractor for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants, agreements and stipulations contained herein and on all related support documents as may be attached and agreed upon.

In Witness whereof, the parties hereto have acknowledged and agreed to terms and conditions contained hereinabove and executes the same by written acceptance below.

**LPC West Transit  
Management LLC, a  
Delaware limited liability  
company**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ **[INSERT VENDOR'S NAME]**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit B –**

TJPA Website Link - <http://tjpa.org/tjpa/doing-business-with-the-tjpa>

**RFP General Conditions**

**DBE/SBE Program Forms**

**Certificate of Insurance (COI) Minimum Requirements**

## **Exhibit B - RFP General Conditions**

### **Attachment 1**

#### **RFQ/RFP GENERAL CONDITIONS**

##### **A. Consultant Offices**

Assigned staff must be able to reach TJPA offices in a reasonable amount of time when work is needed. The Transbay Joint Powers Authority (TJPA) will not reimburse the Consultant for the costs of business travel.

##### **B. Errors and Omissions in RFQ/RFP**

Respondents are responsible for reviewing all portions of this RFQ/RFP. Respondents are to promptly notify the TJPA Executive Director, in writing, if the Respondent discovers any ambiguity, discrepancy, omission, or other error in the RFQ/RFP. Any such notification should be directed to the Executive Director promptly after discovery, but in no event later than five (5) working days prior to the due date for proposals. Any modifications or clarifications of this RFQ/RFP will be made by addenda as provided below.

##### **C. Objections to RFQ/RFP Terms**

Should a Respondent object on any ground to any provision or legal requirement set forth in this RFQ/RFP, the Respondent must, not more than ten (10) working days after the RFQ/RFP is issued, provide written notice to the Executive Director of the TJPA setting forth with specificity the grounds for the objection. The failure of a Respondent to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

##### **D. Addenda to RFQ/RFP**

The TJPA may modify the RFQ/RFP, prior to the proposal due date, by posting addenda on the TJPA's website ([www.TJPA.org](http://www.TJPA.org)). For parties who requested a hard copy of the RFQ/RFP by regular mail, addenda may be sent to them via regular, first class U.S. mail. For firms registered on the TJPA website as wanting to receive notice of addenda, the TJPA will make reasonable efforts to notify potential Respondents in a timely manner of the posting of addenda on the website. In either case, the last known address of each firm listed with the TJPA will be used.

All parties, regardless of how they obtained the RFQ/RFP, are solely responsible for ensuring receipt of any and all addenda. All parties are responsible for ensuring that their Proposals reflect any and all addenda issued by the TJPA prior to the proposal due date regardless of when the proposal is submitted and should therefore check the website before submitting their Proposals to ensure receipt of all addenda, and to ensure their qualifications respond to any such addenda. The Respondent can call the TJPA before submitting its Proposal to determine if the Respondent is aware of all addenda.

##### **E. Term of Proposal**

By signing and submitting a proposal, each Respondent certifies that the proposed services and terms are valid for one hundred twenty (120) calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

##### **F. Revision of Proposal**

A Respondent may revise its Proposal on the Respondent's own initiative at any time before the deadline for submission of proposals. The Respondent must submit any revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any Respondent.

#### **G. Errors and Omissions in Proposal**

Failure by the TJPA to object to an error, omission, or deviation in a proposal will in no way modify the RFQ/RFP or excuse the Respondent from full compliance with the specifications of the RFQ/RFP or any contract awarded pursuant to the RFQ/RFP.

#### **H. Financial Responsibility**

The TJPA accepts no financial responsibility for any costs incurred by a firm in responding to this RFQ/RFP. Submissions to the TJPA under this RFQ/RFP will become the property of the TJPA and may be used by the TJPA in any way deemed appropriate.

#### **I. Public Disclosure**

Respondents' bids, responses to RFQ/RFPs and other records of communications between the TJPA and persons or firms seeking contracts (whether such person is selected for award of a contract or not), including proposed pricing, shall be open to inspection and will be made available to the public upon request consistent with state law. . There are limited exceptions to the state law requirement to release records. Respondents who mark materials as "confidential" and timely assert that such materials are subject to withholding under state law will have the opportunity to seek judicial relief, as needed and if they so choose.

#### **J. San Francisco Administrative Code Chapter 12L**

If a Respondent is a non-profit entity that receives a cumulative total per year of at least \$250,000 in TJPA funds or TJPA-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Respondent must comply with Chapter 12L. The Respondent must include in its Proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Respondent's meetings and records, and (2) a summary of all complaints concerning the Respondent's compliance with Chapter 12L that were filed with the City and County of San Francisco (City) in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Respondent shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Respondent's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

#### **K. New Restrictions on Lobbying Certification**

All Respondents are required to include in their Proposal packages the standard federal certification form regarding lobbying as set forth in the RFQ/RFP Attachments if the contract is expected to be more than \$100,000.

#### **L. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

A contract awarded under this RFQ/RFP is a covered transaction for purposes of federal suspension and debarment laws, including 2 CFR part 1200, and the provisions of U.S. Office of Management and Budget Appendix A "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.

The Respondent is required to comply with federal suspension and debarment laws and must include the requirement to comply with federal suspension and debarment laws in any lower tier covered transaction it enters into, if any.



By signing and submitting its bid or proposal, the Respondent certifies as follows:

The certification in this clause is a material representation of fact relied upon by the TJPA. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to remedies available to the TJPA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Respondent agrees to comply with the requirements of federal suspension and debarment laws while this offer is valid and throughout the period of any contract that may arise from this offer. The Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By signing and submitting its Proposal, the Respondent also certifies to the TJPA that the Respondent has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any TJPA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the TJPA. All Respondents are required to include in their Proposal packages the certification form regarding debarment, suspension and other responsibility matters as set forth in the RFQ/RFP Attachments.

#### **M. Reservations of Rights by the TJPA**

The issuance of this RFQ/RFP does not constitute an agreement by the TJPA that any contract will actually be entered into by the TJPA. The TJPA expressly reserves the right at any time to:

- waive or correct any defect or informality in any response, proposal, or proposal procedure, as determined by the TJPA in its sole discretion
- reject any or all proposals, without indicating any reason for such rejection
- reissue an RFQ/RFP
- prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFQ/RFP, or the requirements for contents or format of the proposals
- request that one or more Respondents clarify, supplement or modify the information submitted
- extend deadlines for accepting responses; request amendments to responses after the expiration of deadlines; request clarifications, revised proposals or best and final offers; or negotiate or approve final agreements
- during negotiation, expand or limit the scope of the proposed Services, increasing or decreasing contract amounts, including negotiate with and award contracts to more than one qualified Respondent
- if negotiations with a selected Respondent fail to proceed to the reasonable satisfaction of the TJPA, at the TJPA's sole and absolute discretion, negotiate with and enter into a contract with another Respondent, or begin the selection process anew
- consider any information about any Respondent that is not expressly contained in Respondent's response
- procure any materials, equipment or services specified in this RFQ/RFP by any other means
- determine that no Program will be pursued

#### **N. No Waiver**

No waiver by the TJPA of any provision of this RFQ/RFP shall be implied from any failure by the TJPA to recognize or take action on account of any failure by a Respondent to observe any provision of this RFQ/RFP.

#### **O. Applicability of City Contracting Provisions**

Under Section 6509 of the Government Code, the TJPA is subject to the same restrictions on its powers as those which are applicable to an entity designated in the Joint Powers Agreement. The City and

County of San Francisco has been designated as the administrator of the TJPA in the Joint Powers Agreement. Respondents must comply with the San Francisco ordinances applicable to contracts and procurement that are referenced in this RFQ/RFP and attached documents.

**P. Restrictions on Campaign Contributions to Elected Officials**

Certain members of the TJPA Board are elected officials. Respondents shall declare whether they have made a campaign contribution to any such elected official, or committee controlled by such elected official at any time between commencement of negotiations and either the completion of, or the termination of, negotiations for a contract pursuant to this RFQ/RFP. This includes contributions to:

- the official's re-election campaign
- a candidate for that officer's office
- a committee controlled by the official or candidate

Respondents shall be disqualified from participation in this RFQ/RFP on the sole discretion of the TJPA as guided by rule and policies of Section 1.126 of the San Francisco Campaign and Governmental Code (substituting references to the City and County of San Francisco in such section with the TJPA, as applicable).

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Respondent approaches any TJPA officer or employee about this RFQ/RFP, or a TJPA officer or employee initiates communication with a potential Respondent about a contract. The negotiation period ends when a contract is awarded or not awarded to the Respondent. Inquiries for information, requests for documents relating to this RFQ/RFP, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- a) Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- b) Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- c) Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

**Q. No Representations or Warranties by TJPA**

The information presented in this RFQ/RFP and in any report or other information provided by the TJPA to respondents is provided solely for the convenience of the interested parties. It is the sole responsibility of interested parties to assure themselves that the information contained in this RFQ/RFP or other documents are accurate and complete. No representations, assurances or warranties pertaining to the accuracy of such information are or will be provided by the TJPA or its advisors.

**R. No Conflict of Interest**

The TJPA shall disqualify any respondent to this RFQ/RFP that has a conflict of interest under Section C8.105 of the San Francisco Charter, Government Code Section 1090, et. seq., the Political Reform Act (Government Code Section 87100 et. seq.), or any other applicable conflict of interest laws. Any false, incomplete, or otherwise unresponsive statements made in connection with a proposal may be cause for its disqualification at the TJPA's sole discretion.

**Exhibit B - DBE/SBE Program Forms**

**RFP ATTACHMENT 4**

**DBE/SBE PROGRAM FORMS**

- a) **Bidders/Proposers Information Form (must be submitted with proposal)**
- b) **Instructions for properly completing the Bidders/Proposers Information Form – *please read carefully!***
- c) **Good Faith Efforts Form (must be submitted with proposal if there is a contract SBE goal and the goal is not met in the proposal)**
- d) **Progress Payment Report**
- e) **Subcontractor Payment Declaration Form**
- f) **Final Expenditure Report**

**TRANSBAY JOINT POWERS AUTHORITY  
BIDDERS/PROPOSERS INFORMATION REQUEST FORM**

*To be completed by Prime Contractor and submitted as part of bid/proposal.*

NAME OF PROJECT/PROPOSAL							PROJECT/PROPOSAL NUMBER				
PROPOSER BUSINESS NAME AND ADDRESS											
NAME OF PERSON SUBMITTING BID						SIGNATURE OF PROPOSER				DATE	
CONTACT PERSON NAME						CONTACT PHONE NUMBER			CONTACT EMAIL		
<b>IMPORTANT: 1) Identify all DBE/SBE firms being claimed for credit. 2) List names of all DBE/SBE subcontractors and their respective items of work. 3) Attach a copy of the proof of DBE/SBE certification for each DBE/SBE subcontractor listed on this form. 4) Attach "Intent to Perform" letter signed by the subcontractor.</b>											
LIST BUSINESS FIRM(s) List Name, Address, and Contact Person (if not the same as above)	Phone Number	Email Address	Age of Firm	Item of Work, Service or Materials Supplied	NAICS Code (if known) *	Annual Gross Receipts of Firm	DBE-SBE Participation			Award Amount	Percentage of Contract Participation
							Certified DBE or SBE (Y/N)	Certifying Agency	Type of DBE or SBE **		
<b>A. PRIME Contractor</b>											
<b>B. Subcontractor/Vendor/Joint Venture</b>											
<b>TOTAL</b>										\$0	0.00%

\* **NAICS Code:** North American Industry Classification System Code. Codes can be found at <http://www.census.gov/naics>.  
 \*\* **Type of DBE/SBE:** (1) African-American (2) Hispanic (3) Native American (4) Asian-Pacific (5) Asian-Indian (6) Female-Woman (7) Other (designated as a Small Business)  
 - DBEs must be certified by Caltrans or an agency participating in the California Unified Certification Program. Visit the Caltrans website at <http://dot.ca.gov/hq/bep/ucp.htm> for a list of participating agencies.  
 - SBEs must be certified by the San Francisco Human Rights Commission (<http://www.sfgov.org/sfhumanrights>) or the California Department of General Services (<http://www.eprocure.dgs.ca.gov/default.htm>)  
 - Important: Attach the proof of certification for each DBE/SBE firm used toward meeting the DBE/SBE goal.  
 - This information will be used to create and maintain a federally-required Bidders List, regardless of DBE/SBE participation.  
 - Use additional sheets as necessary.

## How to fill out the Bidders/Proposers Information Request Form

1. Name of Project/Proposal – insert name of the TJPA Request for Proposals (RFP) or Invitation for Bids (IFB)
2. Project/Proposal Number – insert TJPA-assigned number of the relevant RFP or IFB
3. Proposer Business Name and Address – insert company name and address of prime contractor. If proposal or bid is being made by a joint venture, contact the TJPA for an alternate form.
4. Name of Person Submitting Bid – insert contact name for the prime contractor
5. Signature of Proposer – signature of person listed in number 4
6. Date – date proposal or bid is being submitted
7. Note the requirements in small print – “IMPORTANT: 1) Identify all DBE/SBE firms being claimed for credit. 2) List names of all DBE/SBE subcontractors and their respective items of work. 3) Attach copy of the proof of DBE/SBE certification for each DBE/SBE subcontractor listed on this form. 4) Attach “Intent to Perform” letter signed by the subcontractor.”

Certification must be attached. The TJPA accepts DBE participation only from firms currently certified in the California Unified Certification Program (CUCP). For SBE participation, certifications are accepted from the CUCP, the San Francisco Human Rights Commission, and/or the State of California Department of General Services. If a proposal or bid includes subcontractors, a letter stating the subcontractor’s intent to perform work on the project must be attached.

8. Sections A and B must be completed, even if there is no DBE/SBE participation planned for the contract. The information in this section is required for TJPA DBE/SBE Program monitoring purposes and for maintaining a federally-required bidders list. **Do not write “not applicable” or “n/a”.** If a proposal or bid is being submitted by one firm or individual, with no partners or subcontractors, then that firm or individual is the PRIME Contractor and must complete Section A. Even if the name, address and phone number are the same as provided above on the form, the remaining columns must be completed; do not write “same as above”. **All subcontractors, whether DBE/SBE or non-DBE/SBE, must be listed in Section B.** Use additional sheets if necessary. If there are no subcontractors proposed, Section B will remain blank.
  - Age of firm – how many years the firm has been in business
  - NAICS Code – North American Industry Classification System Code. Codes can be found at [www.census.gov/naics](http://www.census.gov/naics).
  - Annual Gross Receipts of Firm – a range may be provided, e.g., less than \$500,000; \$500,000 - \$1,000,000; \$1,000,000 - \$5,000,000; \$5,000,000 - \$10,000,000; etc.
  - Certified DBE/SBE – mark yes or no in this column. If “yes”, list the type of certification: CUCP, HRC, DGS.
  - DBE/SBE Certifying Agency – if you marked yes as a Certified DBE/SBE, note which agency your certification letter is from—BART, SFMTA, HRC, etc.
  - Type of DBE/SBE – if you marked yes as a Certified DBE/SBE, put the number that corresponds to the type of DBE/SBE as follows—
    1. African-American
    2. Hispanic
    3. Native American
    4. Asian-Pacific
    5. Asian-Indian
    6. Female-Woman
    7. Other
  - Award Amount – leave this column blank, unless you are submitting an updated form after contract award
  - Percentage of Contract Participation – if only one firm or individual is proposing or bidding, with no partners or subcontractors, this is 100% for the prime contractor. Fill in appropriate percentages for each firm if some of the work is being subcontracted. Note that the total at the bottom of the form must be 100% when all percentages are added.

Use additional sheets if necessary. If there are no subcontractors proposed, Section B will remain blank.

**TRANSBAY JOINT POWERS AUTHORITY  
SBE PARTICIPATION GOOD FAITH EFFORTS FORM**

This form must be completed and submitted along with compelling documentation detailing the good faith efforts made to meet the SBE participation goal **if the information submitted on the Bidders/Proposers Information Form indicates that the SBE goal has not been met.**

If the SBE participation goal is not met, and if this form, along with compelling documentation detailing the good faith efforts made to meet the goal, is not completed and returned with the bid or proposal, **the bid or proposal shall be deemed non-responsive and rejected.**

Even if the Bidders/Proposers Information Form indicates that the SBE goal has been met, bidders/proposers are still encouraged to submit good faith efforts documentation to protect their eligibility for the contract.

**Contract No.:** \_\_\_\_\_ **Contract Name:** \_\_\_\_\_

**Bidder/Proposer:** \_\_\_\_\_

Please supply the following information:

1. Attended any pre-solicitation, pre-proposal, or pre-bid meetings held to inform all bidders about the contract and SBE requirements

Meeting Date:	_____	Meeting Date:	_____
Attendee(s):	_____	Attendee(s):	_____
	_____		_____

Meeting Date:	_____	Meeting Date:	_____
Attendee(s):	_____	Attendee(s):	_____
	_____		_____

2. List below and/or on an attached sheet the names and dates of all certified SBEs solicited for this project. List the dates and methods used for initial contact and any follow-up contact. Attach copies of letters, faxes, emails and any other supporting documentation that you would like the Contract Compliance Manager to consider in determining good faith efforts.

3. Summarize below and/or on an attached sheet the items of work for which the Bidder requested subcontractor services of SBEs, the information furnished to interested SBEs regarding work requirements, and any breakdown of tasks into economically feasible units to facilitate SBE participation. Where there are SBEs available for doing portions of the work normally performed by the bidder with its own staff, the bidder will be expected to make portions of such work available for SBEs.

**TRANSBAY JOINT POWERS AUTHORITY  
SBE PARTICIPATION GOOD FAITH EFFORTS FORM**

4. List below and/or on an attached sheet the names of any SBEs solicited for the work above, and a summary of the discussions or negotiations with them.

a. List solicited SBEs not available to participate on the contract, stating the reason.

b. List solicited SBEs chosen to participate, and the reasons for the choice.

c. List solicited SBEs not chosen to participate, reasons for the choice, and any actions taken by the bidder to assist the rejected SBEs in remedying deficiencies in their proposal.

If insurance or bonding is a reason for rejecting any potential SBE, a complete explanation including contact and discussions with insurance and surety firms must be provided.

Print Name:	_____	Date:	_____
Signature:	_____	Phone:	_____
Company:	_____	Email:	_____
Address:	_____		
City, State, ZIP:	_____		

**TRANSBAY JOINT POWERS AUTHORITY  
PROGRESS PAYMENT REPORT**

*To be completed by Prime Contractor and submitted to Project Manager with every monthly invoice.*

**PART 1: PROJECT SUMMARY**

Contract Award Date:	TJPA Contract No.:	Contract Title:	
Prime Contractor:	Contact Person:	Contact Phone No.:	Contact Email:
Prime Contractor Address:		Signature:	
Invoice Date:	Invoice No.:	For the Period:	

1. Award amount of Prime Contract	\$ -
2. Amount of Change Orders, Amendments and Modifications to Date	\$ -
3. Total Contract Amount to Date including Change Orders, Amendments and Modifications (Line 1 + Line 2)	\$ -
4. Total Amount for this Invoice	\$ -
5. Total Previously Invoiced Awaiting Payment	\$ -
6. Total Amount Paid to Date (not including Lines 4 and 5)	\$ -
7. Total Invoice Amount Requested to Date (Line 4 + Line 5 + Line 6)	\$ -
8. Percent Complete (Line 7/Line 3)	0%



**TRANSBAY JOINT POWERS AUTHORITY  
PROGRESS PAYMENT REPORT**

**PART 2: CONSULTANT/SUBCONSULTANT PAYMENT DETAIL SUMMARY**

A	B	C	D	E	F	G	H	I	J
Name of Firm (Including Prime, Subs, Vendors, and Joint Ventures)	DBE or SBE (Y/N)	Portion of Work (%)	Contract Amount (\$)	Amount of Change Orders to Date (\$)	Total = Contract Amount + Change Orders (D+E) (\$)	Amount Invoiced This Period (\$)	Previously Invoiced Awaiting Payment (\$)	Amount Paid to Date (\$)	Percent Complete to Date $([G+H+I] / F)$ (%)
TOTAL		0	0	0	0	0	0	0	0

**TRANSBAY JOINT POWERS AUTHORITY  
SUBCONTRACTOR PAYMENT DECLARATION**

This form must be completed and submitted by the Prime Contractor for all subcontractors, vendors, and joint venture partners for every invoice submitted to TJPA within five (5) working days following actual payment to subconsultant. Payments to subconsultant shall be made no later than ten (10) working days following receipt of progress payment from TJPA. Use additional sheets if necessary. Failure to submit all required information may lead to partial withholding of progress payment.

Date: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

Invoice Date: \_\_\_\_\_ Invoice No.: \_\_\_\_\_

For the Period: \_\_\_\_\_

Total Amount of Invoice: \_\_\_\_\_ TJPA Check No.: \_\_\_\_\_

Subcontractor/ Vendor/JV	DBE/ SBE (Y/N)	Business Address Payment Sent To	Amount Paid	Payment Date	Check Number
Total Amount Paid to Subconsultants (this Pay Period)			\$0.00		

I/We declare under penalty of perjury under the laws of the State of California that the above information is complete, and that the tabulated amounts paid to date are accurate and correct.

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone

**TRANSBAY JOINT POWERS AUTHORITY  
FINAL EXPENDITURE REPORT**

*To be completed by Prime Contractor at the end of the contract.*

CONTRACT TITLE/NO.	TOTAL CONTRACT AWARD AMOUNT	DATE OF AWARD
PRIME CONTRACTOR/CONSULTANT NAME AND ADDRESS	TOTAL EXPENDITURES AT END OF CONTRACT	DATE OF CONTRACT COMPLETION
PROJECT MANAGER NAME	PROJECT MANAGER SIGNATURE	DATE
CONTACT PERSON NAME RE: FINAL EXP. REPORT	CONTACT PHONE NUMBER	CONTACT EMAIL

**IMPORTANT: 1) Identify all DBE/SBE firms being claimed for credit. 2) List names of all DBE/SBE subcontractors and their respective items of work.**

LIST BUSINESS FIRM(s) List Name, Address, and Contact Person (if not the same as above)	Phone Number	Email Address	Item of Work, Service or Materials Supplied	NAICS Code (if known) *	DBE Participation			Date of Work Completed	Date of Final Payment	Total Amount Paid	% of Total Expenditures
					Certified DBE/SBE (Y/N)	Certifying Agency	Type of DBE or SBE**				
<b>A. PRIME Contractor</b>											
<b>B. Subcontractor/Vendor/Joint Venture</b>											
<b>TOTAL</b>										\$ -	0.00%

Comments/Notes: (Explain cost overruns or discrepancies; DBE firm substitutions, etc...)

\* **NAICS Code:** North American Industry Classification System Code. Codes can be found at <http://www.census.gov/naics>.  
 \*\* **Type of DBE/SBE:** (1) African-American (2) Hispanic (3) Native American (4) Asian-Pacific (5) Asian-Indian (6) Female-Woman (7) Other (designated as a Small Business)  
 - DBEs must be certified by Caltrans or an agency participating in the California Unified Certification Program. Visit the Caltrans website at <http://dot.ca.gov/hq/bep/ucp.htm> for a list of participating agencies.  
 - SBEs must be certified by the San Francisco Human Rights Commission (<http://www.sfgov.org/sfhumanrights>) or the California Department of General Services (<http://www.eprocure.dgs.ca.gov/default.htm>)  
 - Important: Attach the proof of certification for each DBE/SBE firm used toward meeting the DBE/SBE goal.  
 - This information will be used to create and maintain a federally-required Bidders List, regardless of DBE/SBE participation.

## Exhibit B - Certificate of Insurance (COI) Minimum Requirements

### Contractor/Vendor Insurance Requirements

1. Worker's Compensation Insurance as required by the laws and regulations of the State of California, and Employers' Liability Insurance (\$1,000,000 limit) shall be carried by each contractor/vendor covering all persons employed or deemed to be employed by the Subcontractor in connection with the work.
2. Commercial general liability including bodily injury, property damage, and personal injury with a combined single limit of not less than \$1,000,000 per project, per occurrence, shall be carried by each contractor/vendor. Coverage shall be on an occurrence form and shall include products & completed operations coverage. Underground explosion & collapse coverage shall be included where applicable.
3. Contractor/Vendor shall carry Business Automobile liability with a liability limit of not less than \$1,000,000 per occurrence applying to all Contractor's/Vendor's owned, non-owned, and hired automobiles.
4. Commercial umbrella excess liability with a limit not less than \$5,000,000 per occurrence/aggregate applicable more than the underlying general, automobile, and employers' liability coverages.
5. Each policy shall name as additional insured on both general liability and business automobile liability and shall protect **(NAMES OF ALL THE ADDITIONAL INSURED)** from all claims for injury or damage within the limits stated above on which claims may arise from any operations under this Agreement; whether such operations are by contractor/vendor or anyone directly or indirectly employed by contractor/vendor. The additional insured endorsement for the general liability coverage will need to include both ongoing and completed operations (the equivalent of the CG2010 11/85 or a combination of forms to meet this requirement) The policy endorsement must be delivered to the landlord with Certificates of Insurance as required below.
6. Contractor's/Vendor's insurance shall be primary coverage: Landlord's insurance shall be excess and noncontributory.
7. All insurance shall be carried with responsible companies (A.M. Best rated A, VII or better), and satisfactory proof of same shall be furnished to Landlord.
8. Before the contractor/vendor performs any work at, or delivers materials to the property, the contractor/vendor shall deliver to Landlord this agreement, fully and properly executed by the contractor/vendor, and original Certificates of Insurance including additional insured endorsement evidencing the foregoing insurance coverage. Such certificates of Insurance shall provide that the insurance is in force and will not be canceled without thirty (30) days' written notice to Landlord.
9. Contractor/Vendor shall also require that any of their subcontractors also maintain the foregoing insurance requirements. The contractor shall maintain current certificates of insurance evidencing such for all subcontractors in any way connected with work being performed at this property.
10. A waiver of subrogation must be provided for the general liability, business auto, and workers' compensation policies in favor of **(NAMES OF ALL THE ADDITIONAL INSURED)**
11. Certificate holder is as follows:

Transbay Joint Powers Authority (TJPA)  
C/O LPC West Transit Management LLC  
425 Mission Street, STE 2000  
San Francisco CA 94105

# Contractor/Vendor Insurance Requirements

\_\_\_\_\_ Subcontractor  
\_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date

Names of All Additional Insureds:

Transbay Joint Power Authority

The Member Agencies of the TJPA:

Alameda-Contra Costa  
Transit District California  
High-Speed Rail Authority  
City and County of San  
Francisco  
Peninsula Corridor Joint Powers Board  
– Caltrain State of California,  
Department of Transportation

LPC Transit West Management LLC

The following entities involved in the naming rights for the transit center:

Salesforce.com and all legal entities controlling, controlled by, or under  
common control with, directly or indirectly, salesforce.com

And all of the officers, directors, agents, permitted assigns, and employees of each of the  
above.

**Exhibit C - Bid Pricing Form**

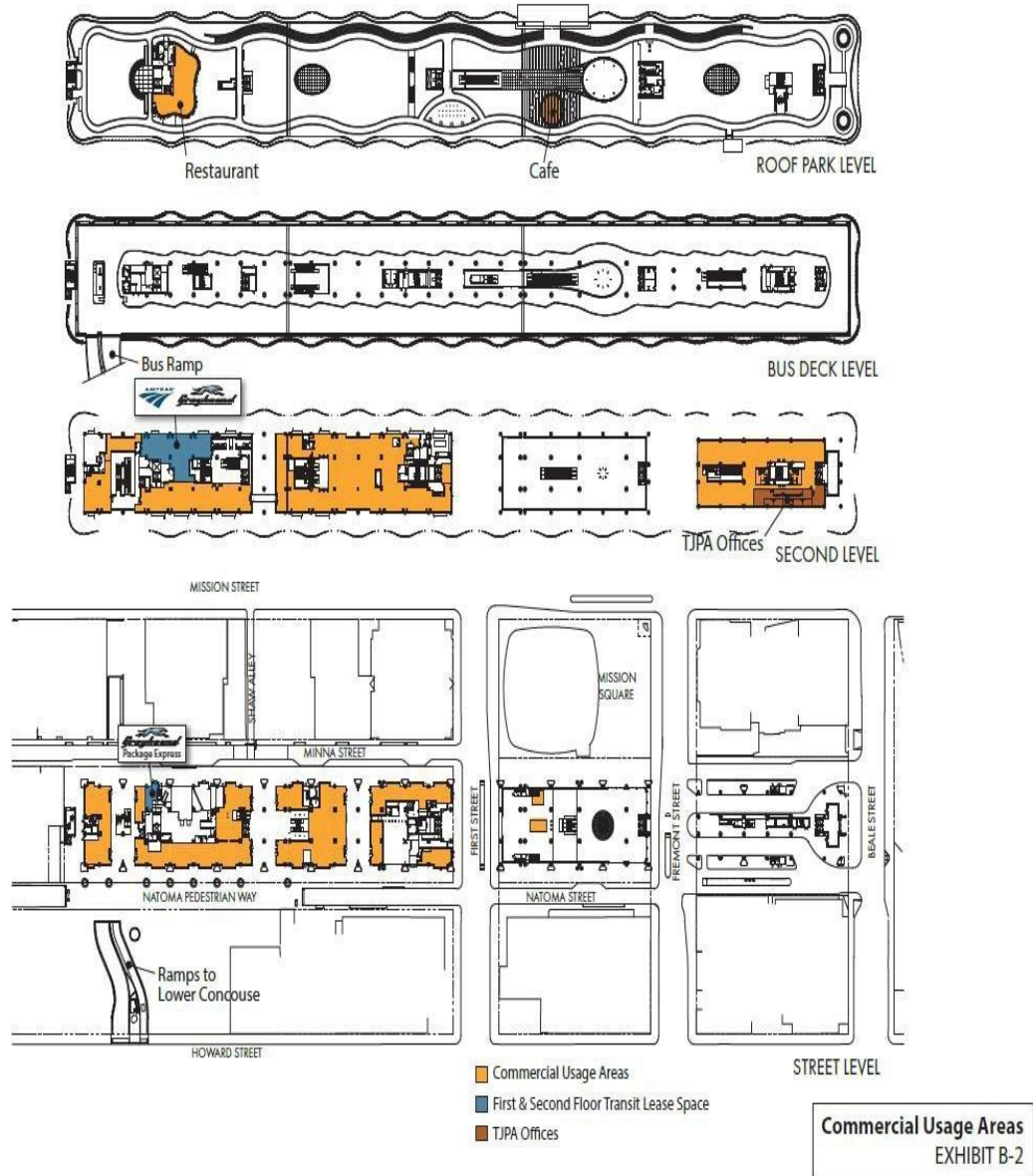
**(See included Excel File)**





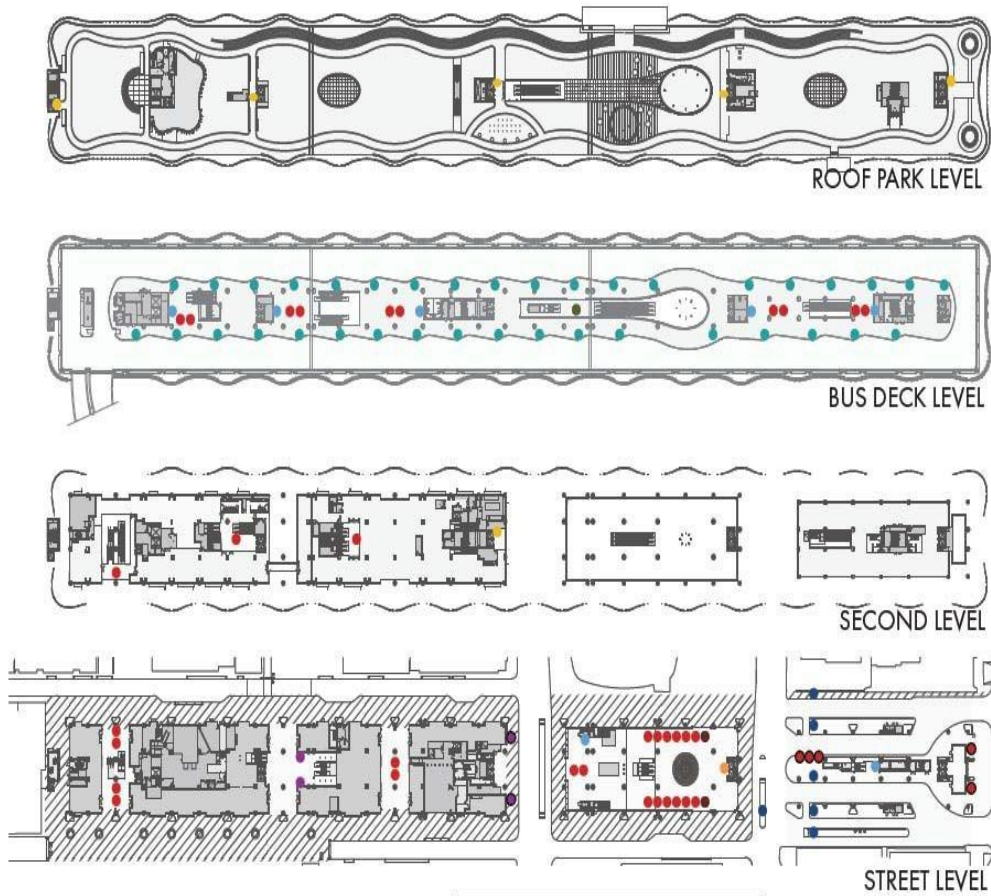


**Exhibit D - Site Plan**



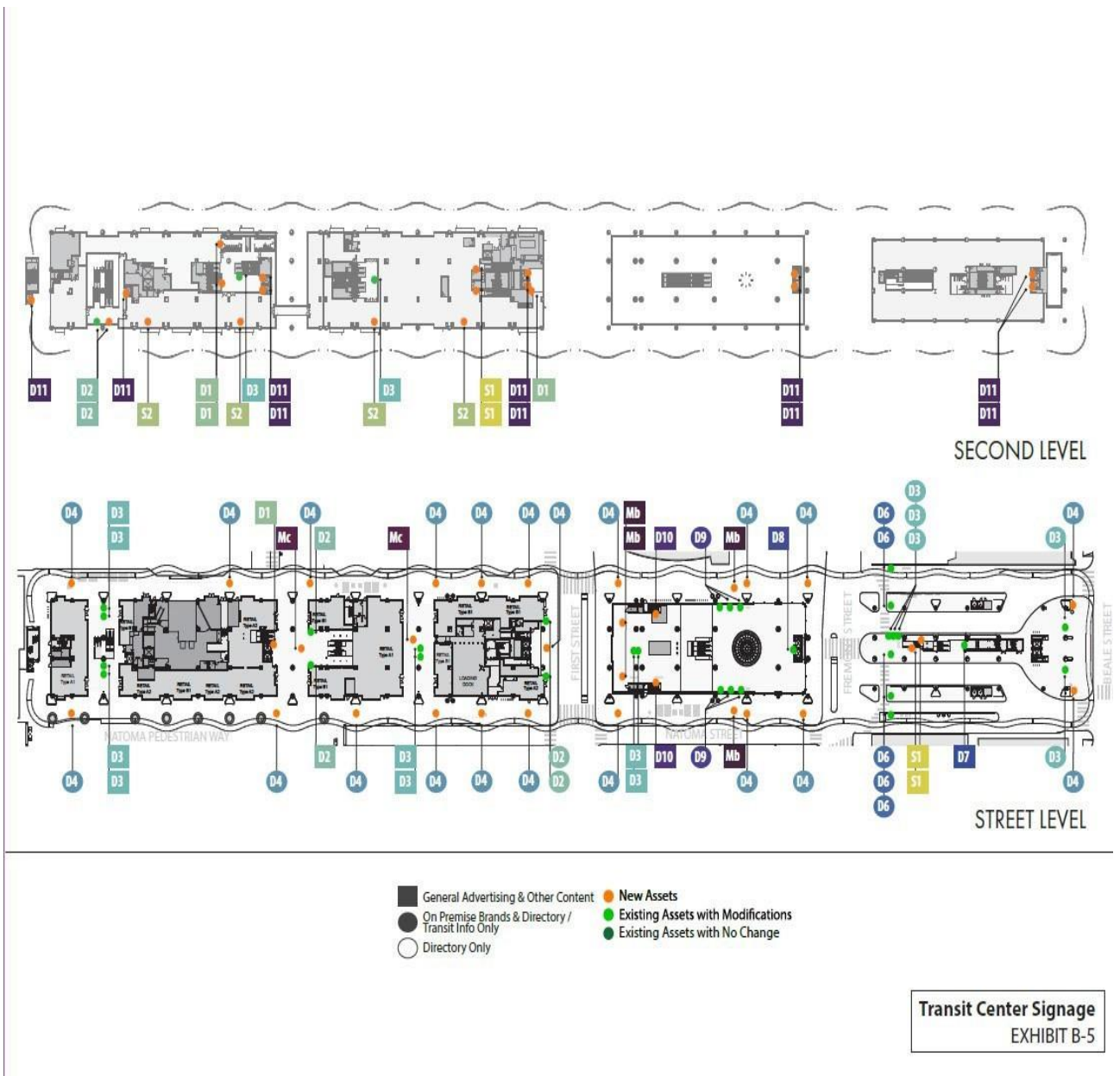


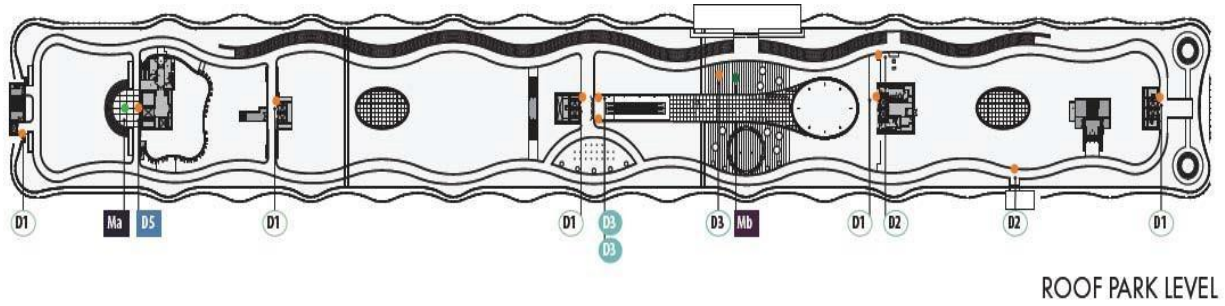
Lower Levels Support Space  
EXHIBIT B-4



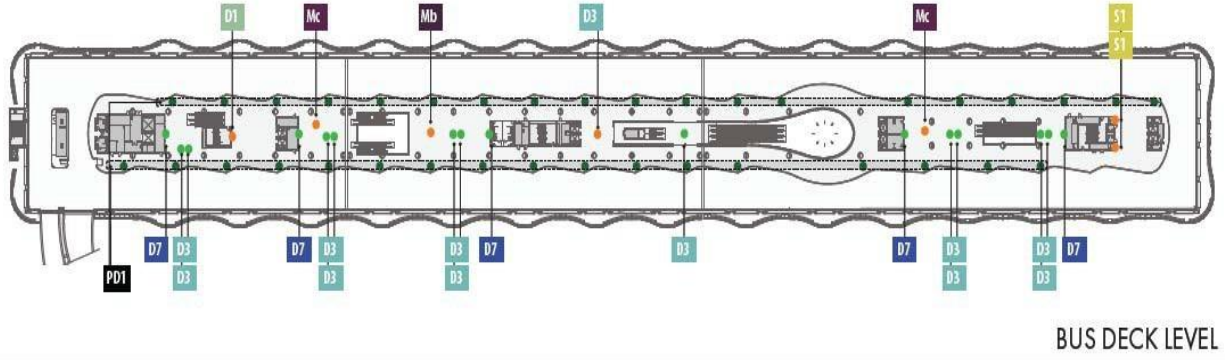
LEGEND	
●	PD1: Bus Deck Dock ID
●	PD2: MUNI Plaza Bus ID
●	SD: Wall-Mounted Digital Display
●	SM: Wall-Mounted Schedule Board
●	SX: Grand Hall Schedule Board
●	KCl: Combined Directory and Digital Display
●	KClz: Combined Directory and Digital Display (MUNI Plaza)
●	KPl: One Sided Digital Display
●	KPlz: One Sided Digital Display (Street Facing)
●	KPs: Information Kiosk with Digital Display
●	KMt: Static Map with Digital Display

**Transit Center Signage**  
EXHIBIT B-5





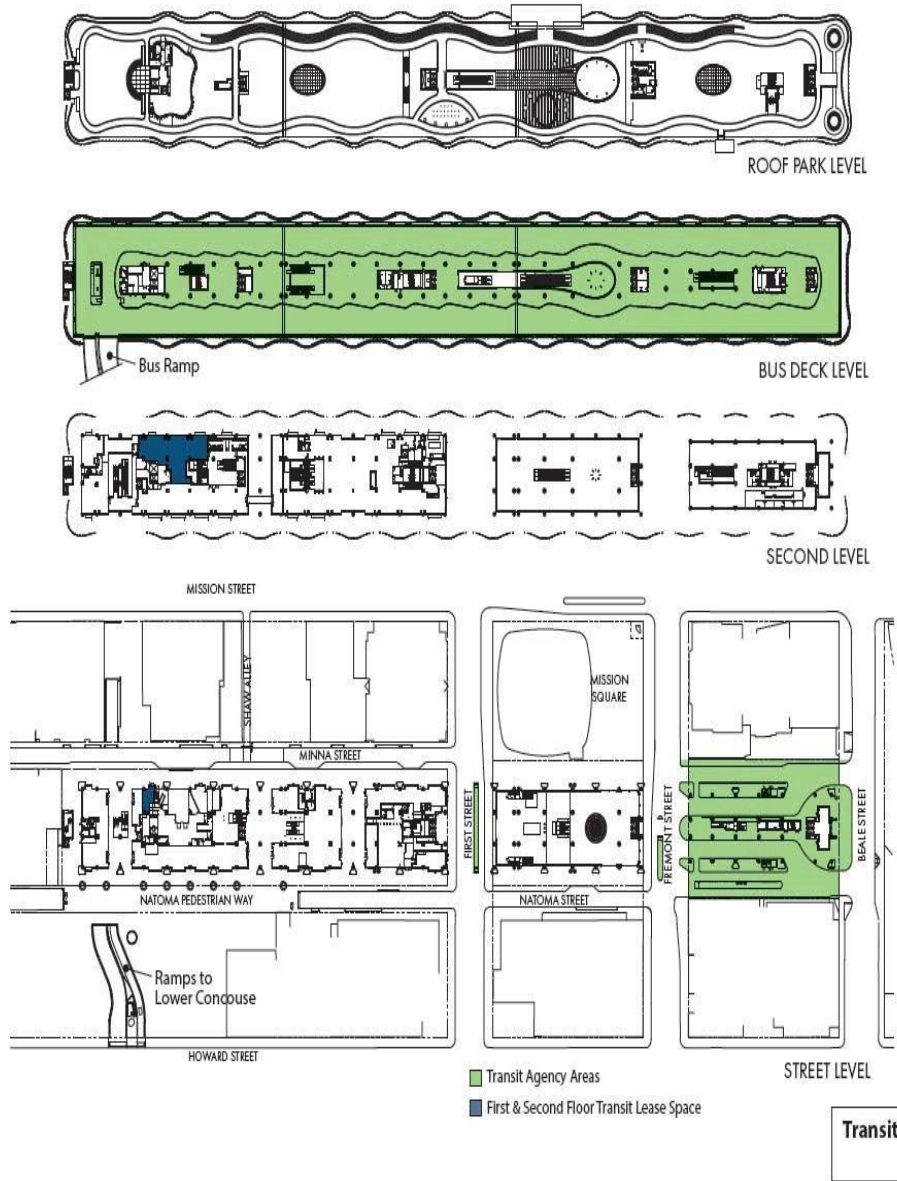
ROOF PARK LEVEL

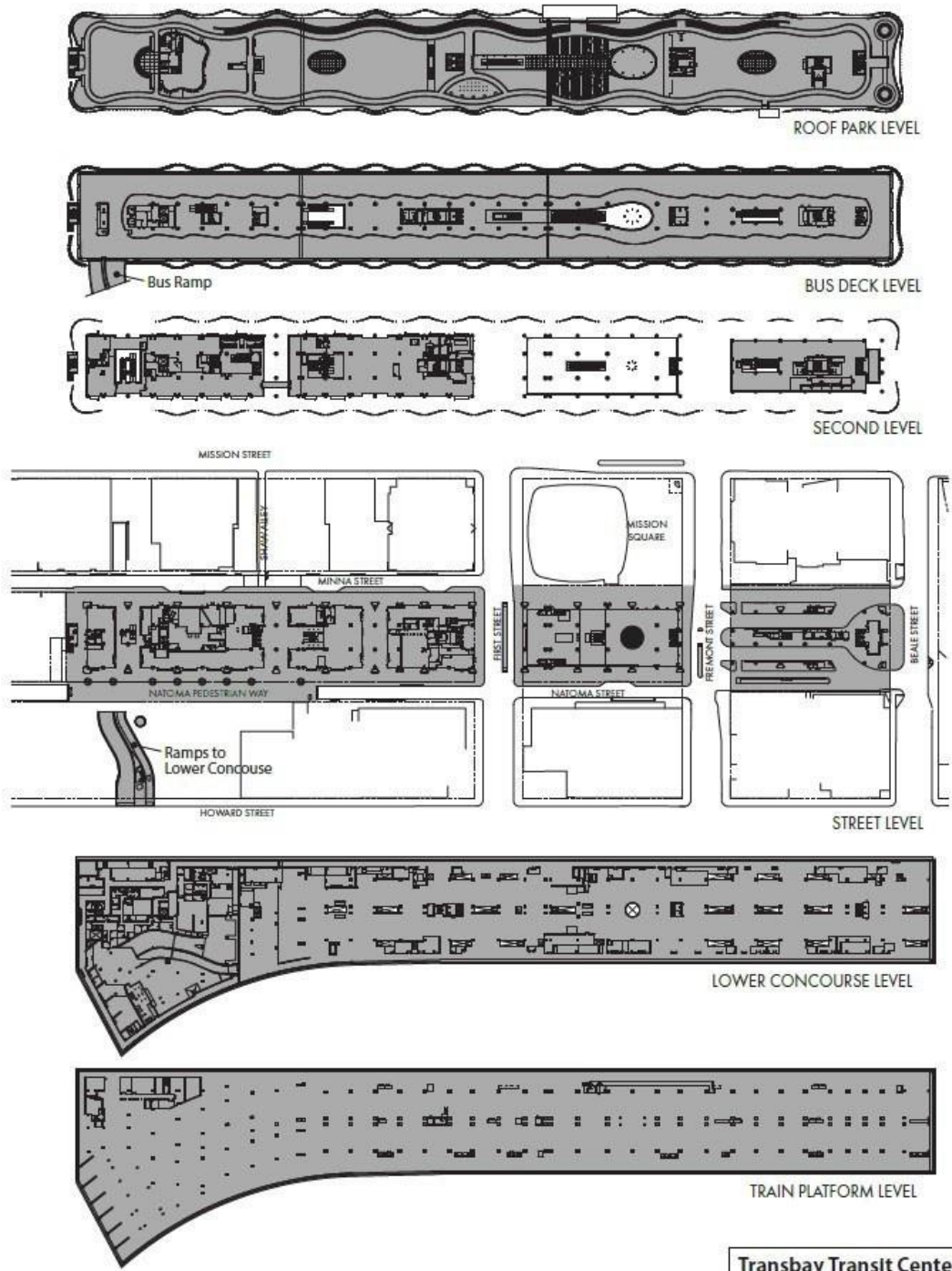


BUS DECK LEVEL

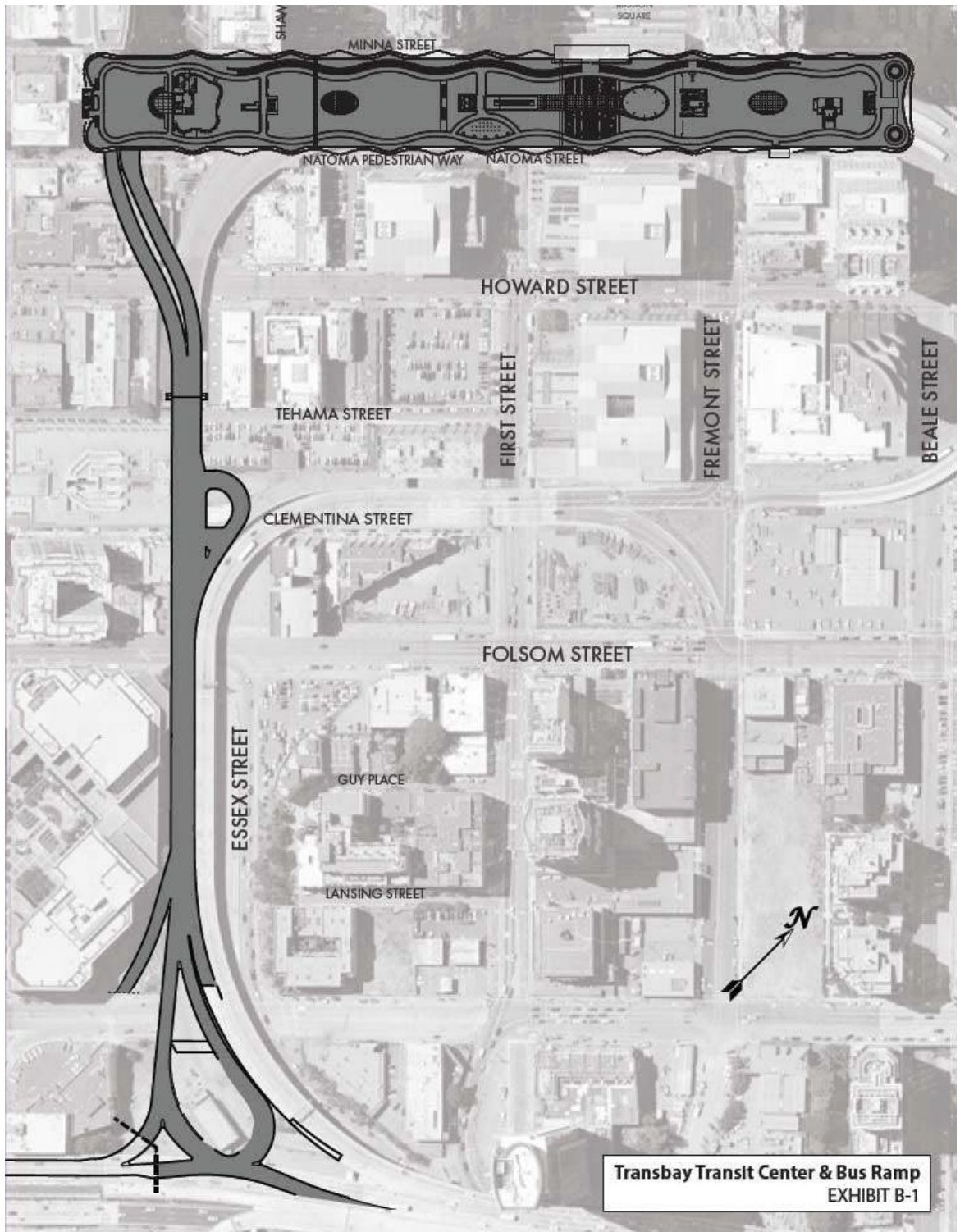
- General Advertising & Other Content
- On Premise Brands & Directory / Transit Info Only
- Directory Only
- New Assets
- Existing Assets with Modifications
- Existing Assets with No Change

**Transit Center Signage**  
EXHIBIT B-5

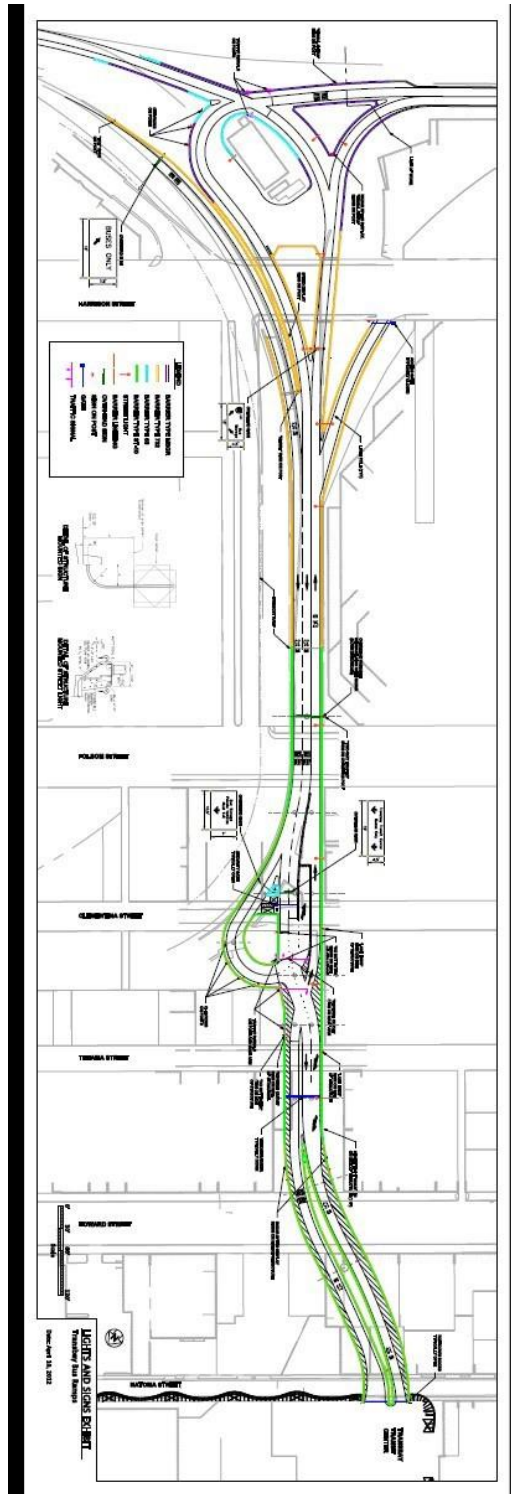




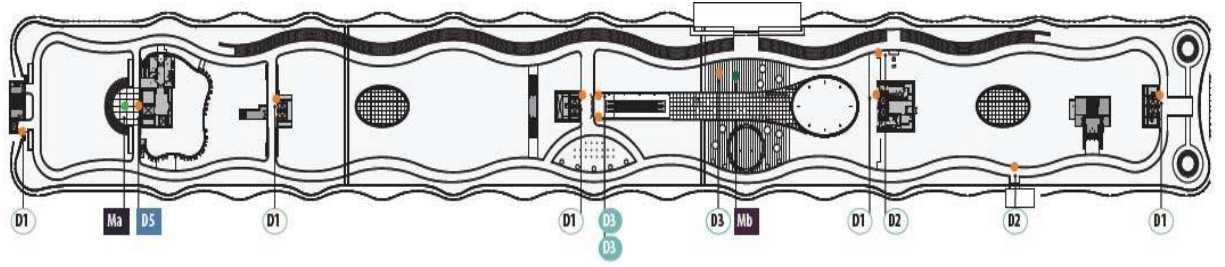
**Transbay Transit Center**  
EXHIBIT B-1



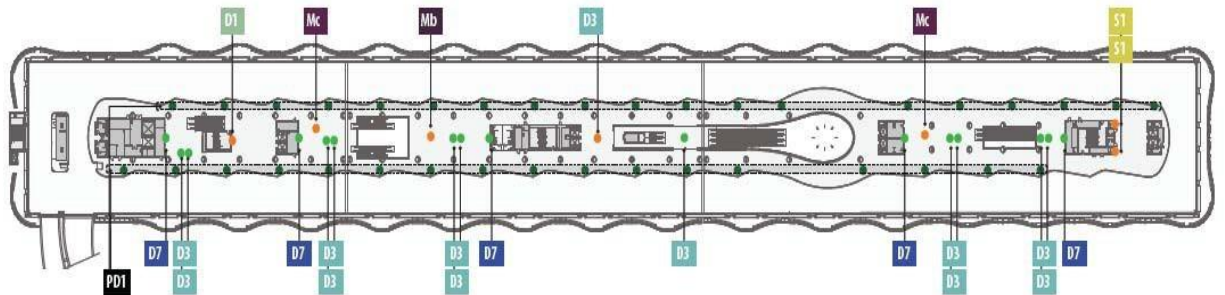








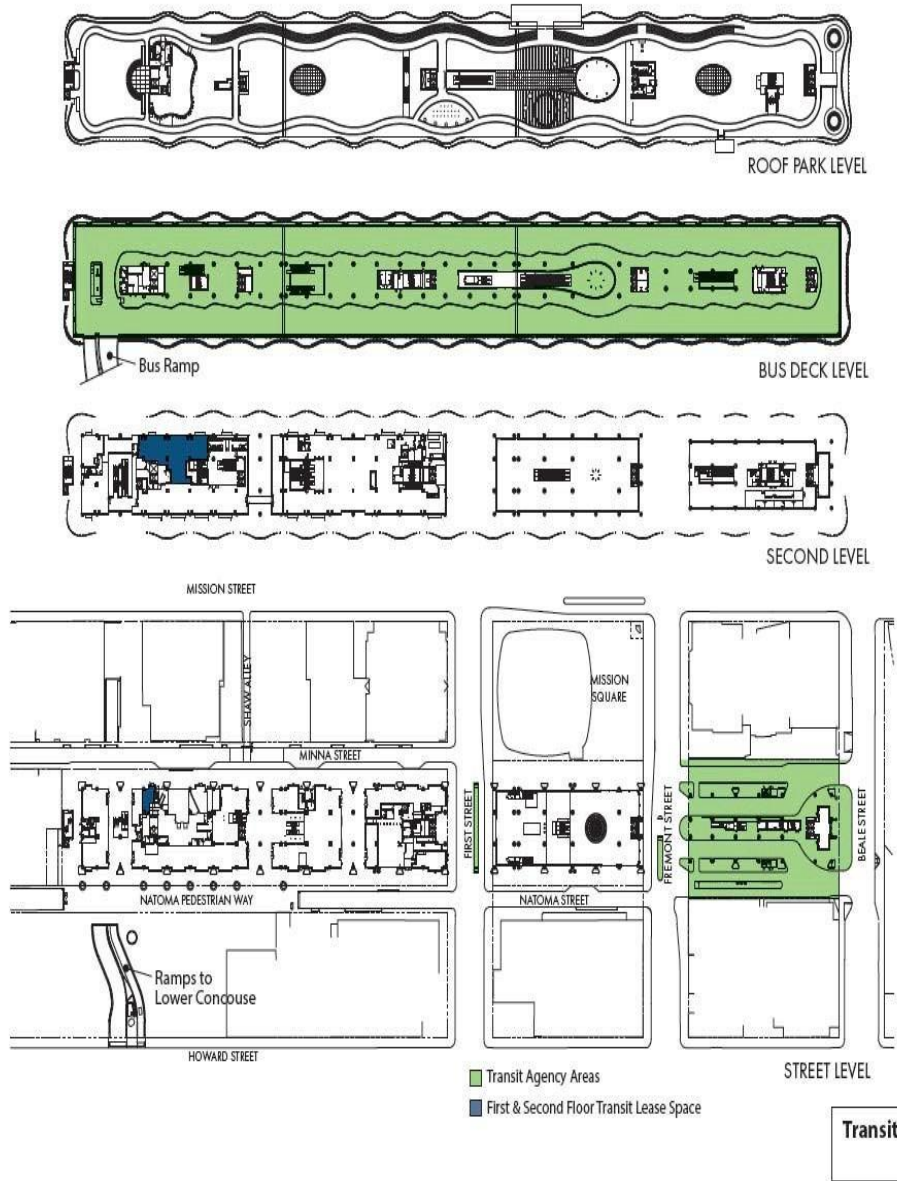
ROOF PARK LEVEL

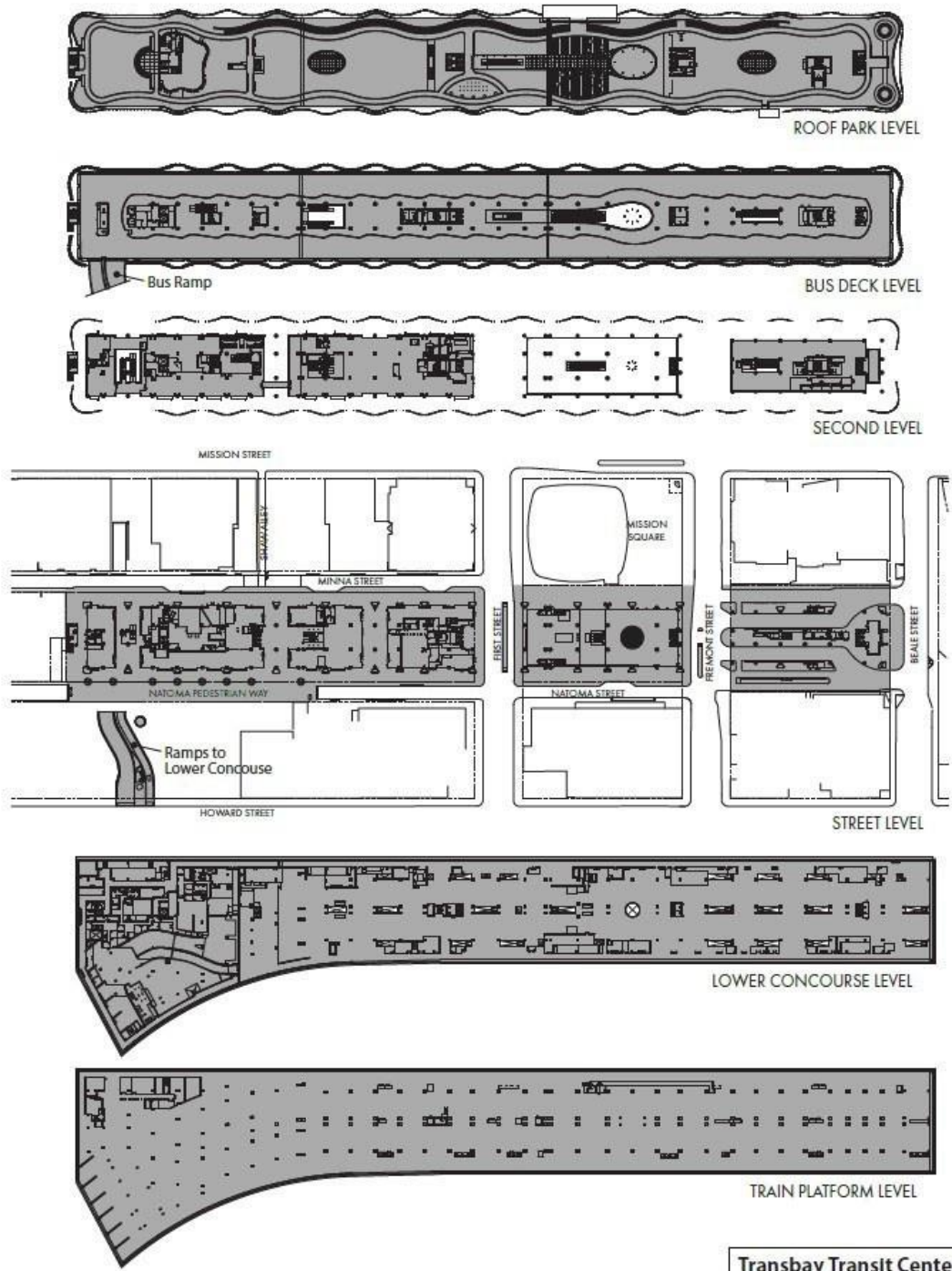


BUS DECK LEVEL

- General Advertising & Other Content
- On Premise Brands & Directory / Transit Info Only
- Directory Only
- New Assets
- Existing Assets with Modifications
- Existing Assets with No Change

**Transit Center Signage**  
EXHIBIT B-5





**Transbay Transit Center**  
EXHIBIT B-1

