

CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10090096-26-R Janitorial Services at Various Environmental Services Department (ESD) Facilities and Landfill.

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # **10090096-26-R Janitorial Services at Various Environmental Services Department (ESD) Facilities and Landfill.** (Contractor).

RECITALS

On or about 12/10/2025, City issued an ITB to prospective bidders on janitorial services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide complete janitorial services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I
CONTRACTOR SERVICES**

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

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

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one-year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

**ARTICLE III
COMPENSATION**

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

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

CONTRACTOR

Aztec Landscaping dba Aztec Janitorial Services

Bidder

7980 Lemon Grove Way

Street Address

Lemon Grove

City

619-464-3303

Telephone No.

marcy@azteclandscaping.com

E-Mail

BY: Genaro Garcia

Genaro Garcia (Mar 24, 2026 15:27:28 PDT)

Signature of Bidder's Authorized Representative

Genaro Garcia

Print Name

CFO

Title

03/24/2026

Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:

C. Abarca

Print Name: Claudia C. Abarca

Director, Purchasing & Contracting
Title

March 30, 2026

Date Signed

Approved as to form this 7th day of

April, 2026.

HEATHER FERBERT, City Attorney

BY:

[Signature]
Deputy City Attorney

EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

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

1.1 Reserved.

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

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

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

1.4.1 Bidders are required to attend the pre-bid conference and site locations listed in Table 1 of the Scope of Work. Bidder's failure to attend all locations listed will result in disqualification.

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

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

2. Submission of Information and Forms.

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

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

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Energy Efficiency Certificates, if applicable, from an energy efficiency program such as the U.S. Environmental Protection Agency's Energy Star Efficiency Program.

2.10 A Guarantee of Good Faith in the form of a certified check, a bank or postal money order, or a bid bond executed by a corporation authorized to issue surety bonds in the State of California.

2.11 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

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

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

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

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

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

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

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

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

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

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

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

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

B. PRICING

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

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

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

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

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

D. EVALUATION OF BIDS

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

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

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

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

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

E. ANNOUNCEMENT OF AWARD

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

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

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

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

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

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

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

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

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

5. Reserved.

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

EXHIBIT B
SCOPE OF WORK

A. BACKGROUND. The City of San Diego's (City) Environmental Services Department (ESD) is seeking a contractor to provide complete janitorial services for the exterior and interior areas of:

- Ridgehaven (9601 Ridgehaven Court, 92123)
- Miramar Landfill (5180 Convoy Street, 92111)
- Environmental Services Operations Station (8353 Miramar Place, 92121)

Bidders are advised to note the conditions and challenges that each site poses so that they can be fully responsive to the requirements of this Invitation to Bid (ITB). Some buildings have challenging architectural design, materials, and surfaces that will impact the performance of the required janitorial maintenance services. For a facility description for each site, Bidders should refer to Section J below.

B. OBJECTIVE. This ITB consists of 3 Groups of City facilities that are part of ESD. The objective of this ITB is to award all 3 Groups to a single Bidder who will provide all aspects of janitorial services as specified in this ITB.

C. MANDATORY PRE-BID CONFERENCE AND SITE INSPECTIONS. Bidders are required to attend the mandatory pre-Bid conference and the mandatory site inspections for all facilities listed on the "Site Visit Order and Locations" table below. Failure to attend the mandatory pre-Bid conference and mandatory site inspections for all facilities listed on the "Site Visit Order and Locations" table below will result in the rejection of a Bidder's submittal as non-responsive.

1. Pre-Bid Conference. The mandatory Pre-Bid Conference will be held at Ridgehaven Auditorium, 9601 Ridgehaven Court, Suite 210 on January 6, 2026 at 9:00 am. Bidders should park in the visitor parking, or on the street near the bid site location. Upon entering the facility, Bidders should follow directions to the Auditorium where the Pre-Bid Conference will be held. The Pre-Bid Conference is expected to take approximately 30 minutes to complete.

2. Mandatory Site Inspections. The Mandatory Site Inspections will cover 3 Group locations and are listed on the following table, "Site Visit Order and Locations".

2.1 The Mandatory Site Inspection for Group 1 will be held on January 6, 2026, at 9:30 am and will immediately follow the Pre-Bid Conference.

2.2 The Mandatory Site Inspection for Group 2 will be held on January 6, 2026, at 11:00 am at the Environmental Services Operations Station, located at 8353 Miramar Place, San Diego, CA 92121. Bidders should park across the street from the bid site location. Upon entering the facility, Bidders must check in at the front reception desk.

2.3 The Mandatory Site Inspection for Group 3 will be held on January 6, 2026, at 1:00 pm starting at the Miramar Landfill Fee Booth, located at 5180 Convoy St., San Diego, CA 92111. To find the Fee Booth, Bidders should exit Route 52 at Convoy St., head north towards Miramar Landfill and proceed until they arrive at the Fee Booth. Bidders should park in the parking stalls located on the right-hand side of the Fee Booth.

Bidders will be provided sufficient drive time between each site, as needed.

The following table lists the start times of site visits and is provided only as a guide. The order of the site visits will remain unchanged unless otherwise notified. This will be the only opportunity for Bidders to walk the sites.

Site Visit Order and Locations		Date and Approximate Start Time	Date and Approximate End Time
Pre-Bid Conference	Ridgehaven 9601 Ridgehaven Court San Diego, CA 92123	Jan 6, 2026, 9:00 am	Jan 6, 2026, 9:30 am
Group 1	Ridgehaven 9601 Ridgehaven Court San Diego, CA 92123	Jan 6, 2026, 9:30 am	Jan 6, 2026, 10:30 am
Group 2	Environmental Services Operations Station 8353 Miramar Place San Diego, CA 92121	Jan 6, 2026, 11:00 am	Jan 6, 2026, 12:00 pm
Group 3	Miramar Landfill 5180 Convoy Street San Diego, CA 92111	Jan 6, 2026, 1:00 pm	Jan 6, 2026, 3:00 pm
Group 3	Field Operations/Mini-Ops	Jan 6, 2026, 1:00 pm	Jan 6, 2026, 1:30 pm
Group 3	Fee Booth Facility & Entrance Guard Gate	Jan 6, 2026, 1:45 pm	Jan 6, 2026, 2:00 pm
Group 3	Disposal Operations Facility	Jan 6, 2026, 2:15 pm	Jan 6, 2026, 2:30 pm
Group 3	Household Hazardous Waste Transfer Facility	Jan 6, 2026, 2:45 pm	Jan 6, 2026, 3:00 pm

Bidders are responsible for inspecting the work sites to verify site conditions and size of areas to be serviced. Failure to do so will not relieve the Contractor of their responsibility to perform in accordance with these specifications. No additional compensation or relief from any obligations of the Contract will be granted because of a lack of knowledge of the sites.

By submitting a Bid, Bidder acknowledges that they are relying on their own examination of the work sites, have the capability to fulfill the Contract requirements, and are knowledgeable of all other data and matters requisite to the fulfillment of the Contract.

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that they have not solely relied upon City furnished information regarding site conditions in preparing and submitting a Bid, and that Bidder was provided sufficient access and time to evaluate each location in connection with the preparation of its Bid.

D. BACKGROUND CHECK REQUIRED. Prior to starting work on this Contract, and during the term of this Contract, Contractor is required to provide proof that all janitorial staff, including supervisors, management, and subcontractors, assigned to this Contract have passed a minimum of a Live Scan background check. All costs associated with the Live Scan and any other background checks will be borne by the Contractor. The Contractor is responsible for obtaining the Live Scan or any other backgrounds checks. The Contractor may contact the California Department of Justice for guidance in this matter.

Janitorial services personnel with outstanding wants or warrants will not be accepted by the City unless wants and warrants are cleared, with written proof of clearance provided to the City by Contractor. Janitorial services personnel with felony records will not be accepted by the City. Janitorial services personnel with felony records or active wants or warrants will not be permitted access to any City facility. The City's decision in this matter will be final.

Bids shall include the names of all staff, including supervisors and subcontractor staff, who have passed the required background check and who are to be assigned to this Contract. Prior to the execution of this Contract, and during the term of this Contract, the Contractor must provide the Technical Representative or City designee with the names of all staff, including supervisors and subcontractor staff, who have passed the required background check and who are assigned to this Contract. The Contractor will provide the Technical Representative or City designee with an updated list of janitorial staff, supervisors and subcontractors assigned to the Contract when any Contractor staffing changes occur.

Upon passing the background check, the Contractor shall issue each employee who has passed the background check and who shall be working on this Contract a photographic identification badge/card. The cost of this identification badge shall be borne by the Contractor. This employee identification badge/card shall be displayed on the employee's outer clothing at all times the employee is in any City facility. No janitorial staff, including supervisors and subcontractors, will be permitted in any City facility that is a part of this Contract until they have passed the background check.

Background checks may take a minimum of 5 weeks. Therefore, during the term of the Contract, the Contractor must maintain sufficient staffing to service the facilities while background checks are completed on new employees. For security reasons, excessive turnover will be cause for termination of this Contract in the City's sole discretion.

E. CONTRACTOR'S RESPONSIBILITIES.

1. Staffing. The Contractor shall furnish adequate supervisory and working personnel capable of completing all work required under this ITB as scheduled and to the satisfaction of the Technical Representative or City designee.

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

1.1 Supervision. The Contractor shall have a minimum of 1 qualified supervisor on each site at all times when services are being performed to provide the necessary and adequate supervision and to ensure services are performed as specified in this Contract. The supervisor may be a working supervisor. Prior to the Contractor beginning services under this Contract, the Contractor shall notify the Technical Representative or City designee of the name of the supervisor assigned to each site. Any changes in supervision shall be submitted in writing to the Technical Representative or City designee prior to the new supervisor's commencement of work. Failure of the Contractor to notify the Technical Representative or City designee of such changes may result in termination of the contract, at City's sole discretion.

The Contractor shall also be responsible for ensuring that the new supervisor understands the requirements of this Contract and shall schedule a meeting with the Technical Representative or City designee and the new supervisor prior to the new supervisor's commencement of work.

1.2 Uniforms. Janitorial staff, including supervisors, shall work in distinguishing neat and clean uniforms provided by the Contractor. All uniforms shall be cleaned and maintained by the Contractor. At a minimum, the Contractor will furnish their employees with a shirt, or some other type of upper body wear, in a common color bearing the company's identification. The employees shall also wear proper footwear that fully covers the foot. Sandals and flip-flops are unacceptable footwear. Long pants shall be worn during each work shift. Shorts and cut-offs are unacceptable. Contractor's employees must look professional and have proper personal hygiene. Appropriate uniform shall be worn at all times, including personnel who are being trained. Ensuring compliance with any and all applicable laws or regulations regarding employee attire, including but not limited to those of Cal/OSHA and the State of California Department of Industrial Relations, are the sole responsibility of Contractor. The failure of any of Contractor's employees to meet these requirements may result in termination of the Contract, at City's sole discretion

1.3 Training. Prior to the start of work on this Contract, Contractor shall contact the Technical Representative(s) or City designee(s) to obtain a copy of the Safety Data Sheet (SDS) for City-provided chemicals and shall train their janitorial staff on safety requirements to include SDS for all chemicals used for this Contract (including any City-provided chemicals), Bloodborne Pathogens, Personal Protective Equipment, and Injury/Illness Program as required by CAL OSHA, Title 8, Sections 3203, 1926.59, and 5193. The Contractor is solely responsible to ensure that all legally required training is provided in compliance with any and all applicable laws or regulations, including but not limited to those of Cal/OSHA and the State of California Department of Industrial Relations.

The Contractor is required to provide written certification that janitorial personnel assigned to the Contract have received the required training. This certification must be submitted to the Technical Representative or City designee prior to the commencement services under this Contract (use form in attached Exhibit F). For new employees being assigned to this Contract, the required certification must be provided to the Technical Representative or City designee prior to the commencement of the new employee performing any duties. All training shall be provided at the sole expense of the Contractor. The City reserves the right to require retraining at the Contractor's expense, in the sole determination by the City.

1.4 Certification. Failure of the Contractor to provide the above required certification for any particular employee shall be cause for immediate removal of the

employee from this Contract and may be cause for termination of the Contract in the City's sole discretion.

2. Cleaning Supplies, Chemicals and Equipment.

2.1 Contractor Furnished Supplies and Cleaning Equipment. The Contractor shall be responsible for furnishing all equipment and supplies, such as but not limited to, mops, mop heads, mop buckets, step stools, ladders, vacuums, dusters, brooms, dust pans, sponges, rags, and chemical cleaning products required for performing specified tasks, unless otherwise noted. All materials shall be top quality by industry standards. All vacuum cleaners shall be power lifting, silent, commercial grade with HEPA filters. Any vacuum cleaners, power scrubbers or other power equipment provided by the Contractor shall be in proper, safe working condition before use. Frayed cords or other non-safe conditions must be corrected immediately, or the machine must be removed from service. Contractor provided chemical cleaning products shall not be stored on site and must be removed at the end of each work shift.

All chemicals provided by the Contractor will be certified as green within one of the certifications by product category listed below. If a cleaner is not available in one of the following product categories, then the least hazardous product that performs effectively will be used. Additional required green certified product categories and/or certifications may be added by the City as they are developed and shall be applicable to this Contract. The Technical Representative or City designee must pre-approve all products provided by the Contractor prior to use at the Sites.

Cleaners:

- Green Seal GS-37 for general purpose, bathroom, glass, and carpet.
- Green Seal GS-40 for industrial and institutional floor care products.
- Environmental Choice CCD-110 for cleaning and Degreasing.

Compounds:

- Environmental Choice CCD-115 for odor control additives
- Environmental Choice CCD-146 for hard surface cleaners
- Environmental Choice CCD-147 for hard floor care

2.2 City Furnished Supplies. The City shall provide certain day-to-day janitorial supplies throughout this contract, such as trash liners, paper towels, deodorizers, liquid or powdered hand soap, toilet paper, seat covers and shower curtains.

Contractor shall provide a minimum of 1 week notice to the Technical Representative or City designee when supplies need to be replenished.

3. Keys, Security Access Cards, and Employee Identification Badges. Keys, security access cards, and employee identification badges supplied by City to the Contractor shall not be shared or loaned out to others. They must be retained by the specific authorized janitorial personnel to whom they were issued. Failure to abide by these security regulations is a breach in security and may be grounds for removal of the employee from the Contract. Repeated violations of these security regulations by Contractor's employees may be grounds for termination of this contract, in the City's sole discretion.

Keys, security access cards, and employee identification badges supplied by City to Contractor shall not be duplicated, except by the City. Contractor shall immediately report any lost keys, security access cards, and employee identification badges to the Technical Representative or City designee.

All keys, security access cards, and employee identification badges are the property of the City and shall be returned upon completion of the Contract. If the Contractor loses any of the keys during the term of the Contract or fails to return the keys immediately upon completion or termination of the Contract, the Contractor shall pay the City for the cost of re-keying the locks and any other costs arising from lost keys, security access cards and employee identification badges. If the City does not re-key the locks, the cost of any replacement key(s) shall be paid by the Contractor. Contractor agrees that any such costs incurred by City may be retained from monthly payments or the final payment to Contractor.

4. Janitorial Staff Reporting Procedures. Janitorial personnel, including all supervisors, shall sign in upon reporting for work and shall sign out prior to leaving work on a log provided by the Technical Representative or City designee. Janitorial personnel are to sign in and out based on actual arrival and departure times versus scheduled times. Supervisors shall write "Supervisor" beside their name. The City has no obligation to pay for services if the log is not fully and properly completed. The log will be kept in a designated area identified by the Technical Representative or City designee. Signing in after employees are already working or signing in for other employees is strictly forbidden and may be grounds for employee termination. Repeated violations of janitorial staff reporting procedures may be grounds for termination of this Contract, in the City's sole discretion.

The janitorial personnel shall complete the Janitor's Cleaning Checklists when tasks are completed and leave the Checklists in the designated area. The City shall provide the Contractor with a master copy of each Janitor's Cleaning Checklist (incorporated as Attachment A) prior to commencement of work. The Contractor shall be responsible for ensuring copies are made available to janitorial personnel, at no additional cost to the City. City copiers are not permitted to be used by the Contractor or Contractor's staff.

Contractor acknowledges that the City has no obligation to pay for services if the Checklists are not completed.

5. Contractor Response Time. A Contractor representative, authorized to discuss matters related to this Contract, must be available during normal business hours, between 8:00 a.m. and 4:30 p.m., Monday through Friday. Contractor must be available via cell phone and/or email during these designated times.

5.1 Emergency Calls for Call Back Services. Contractor's supervisor, manager or other designated employee shall respond to emergency telephone calls from the City within fifteen (15) minutes of the call being placed. All actions required to resolve onsite emergencies shall be completed within 4 hours. Emergency calls are defined as those where the Technical Representative or City designee states an emergency exists and notifies the Contractor's office of such emergency. Failure to take appropriate corrective action for emergencies within the time frame may result in termination of the Contract.

5.2 Non-Emergency Calls. Contractor's supervisor, manager or other designated employee shall respond to non-emergency calls or e-mails from the City within 1 hour of the call being placed or the email being sent. All actions required to resolve the non-emergency issue(s) or deficiencies must be completed by the next business day unless otherwise directed by the Technical Representative or City designee. Failure to respond and/or take appropriate corrective action within the time frame specified may result in termination of the Contract.

6. Safety Requirements. All work performed under this contract will be performed in such a manner as to provide maximum safety to the public, Contractor's employees and City's employees, and shall comply with all safety laws, provisions and regulations, including but not limited to Cal/OSHA and the State of California Department of Industrial Relations. The Contractor shall comply with all such requirements, including but not limited to the labeling of containers, institution of an injury/illness program, placement of wet floor warning signs, use of Personal Protective Equipment (PPE), including fall protection devices, and all other legal and regulatory safety requirements. All items required for compliance with all safety standards shall be supplied by the Contractor at Contractor's sole expense.

7. Safety Data Sheets (SDS). The Contractor is responsible for ensuring that copies of all SDS are available at each work site. Prior to the start of services under this Contract, Contractor shall contact the Technical Representative(s) or City designee(s) to obtain a copy of the Safety Data Sheet (SDS) for any City-provided chemicals. For Contractor-provided chemicals, the Contractor is required to provide a SDS and applicable green certification to each work site. Contractor-provided chemicals shall be approved in advance by the City, prior to their usage. Product SDS and labeling must be compliant with GHS (globally harmonized system) hazardous communication requirements. Proof of product certification as green may include, but not be limited to, a copy of the green certification, or product literature or label stating that the product is green certified.

Contractor's failure to comply with the above shall be cause for immediate termination of the Contract for violation of safety procedures, at the City's sole discretion.

8. Environmental Management System. The City's Environmental Services Department complies with the voluntary environmental standard titled ISO 14001 Environmental Management Systems. This includes a commitment to Regulatory

Compliance, Pollution Prevention, and Continual Improvement. The Contractor must demonstrate that its employees are aware of the ISO-14001 Environmental Management System while working at the sites under this Contract, and is expected to participate by following environmental regulations, keeping the site clean, waste minimization, recycling, and reporting any environmental issues or concerns to the Technical Representative or City designee. Contract personnel working for or on behalf of our organization are required to be aware of and in support of these programs and goals. Information will be provided by the contract manager on an annual basis in the form of a printed document. Documented evidence, such as a sign-in sheet is required to ensure the awareness training has been provided.

9. Janitor's Closet. Janitorial closets/rooms, as applicable, will be maintained by Contractor in a clean, disinfected, and sanitized manner to include sinks, floors, and all fixtures and fittings. Buckets shall be emptied daily. No Contractor-provided chemical cleaning products shall be stored on the site and must be removed after each work shift.

10. Security Precautions. Janitorial personnel shall not allow anyone on the premises unless that person is specifically assigned by the Contractor to do janitorial service at the facility. This rule will be strictly enforced, and non-compliance shall be cause for termination of the Contract in the City's sole discretion.

The Contractor will ensure that each office or facility is locked after services have been performed, and that all alarm systems are turned on / enabled upon completion of services if the facility is equipped with an alarm system. Offices will not be left open when not being serviced or when services are being performed out of sight of the open office. Contractor shall maintain security during the entire service period and access to any office by anyone except Contractor's janitorial personnel will not be permitted.

11. Site Inspection Upon Commencement and Turnover of Contract. Within 5 days upon commencement of work perform for the contract, the Contractor will inspect Contract sites with the Technical Representative or City designee to determine if the sites are in compliance with the specifications outlined herein. If deficiencies are identified, the Technical Representative or City designee may authorize, in writing, a mutually agreed upon 1 time payment to the Contractor to correct the deficiencies. If work is authorized, the Contractor will bring the sites into compliance with the contract specifications and thereafter maintain them at that level.

12. Contractor Strategic Plan for Training, Staffing and Business Performance. Bidders shall submit a written description of the proposed methods and a specific work plan explaining how they will provide the complete services as specified in this ITB, utilizing the janitorial staff dedicated to this Contract, meeting all deadlines, and utilizing the equipment proposed by Contractor to perform the Contract. The plan shall provide for training, staffing, and operations.

Failure to provide the required and/or complete information may be cause for the Bid to be rejected as non-responsive.

12.1 The training plan shall describe in detail how Contractor will train janitors and supervisors in advance of working on this ITB, to address areas of facility orientation, cleaning methods for assigned cleaning tasks, and use of contractor-provided equipment. The training plan will address how Contractor will minimize janitorial and

management staff turnover assigned to this ITB, to achieve consistent cleaning results. The training plan shall also show how Contractor will train and ensure staff compliance with and delivery of the most current regulatory requirements and state of the art practices regarding the cleaning of City facilities.

12.2 The staffing plan shall confirm availability of all staff, and any needed reserve staff, for all aspects of Contractor's services, and shall address staff recruiting and retention. Contractor shall provide documentation of staff retention and turnover at a facility of similar scope (in scale and type and volume of services) from within the last 3 years. The plan shall specify the total number of janitorial, management and supervisory staff Contractor will dedicate to the account by facility per Group, and how management will retain the indicated staff to maximize the accumulation of on-site familiarity and institutional knowledge among all staff during the Contract. The staffing plan shall also include names, titles, resumes, and description(s) of duties for all Managers, including the Account Manager, and Supervisors performing work relative to this Contract.

12.3 The staffing plan shall show Contractor can provide an adequate number of trained staff and all equipment and materials required to perform the Contract in an efficient, timely, and consistent manner. The staffing plan shall also present a detailed cleaning and service strategy clearly describing how the Contractor will manage, supervise and service facility by Group, in satisfaction of the Contract. Challenges related to servicing the facilities in satisfaction of the required specifications in this ITB shall be identified and Bidder shall provide solutions to all such anticipated challenges.

13. Statement of Qualifications and Experience. The following experience, qualifications and skills are required. Failure to provide the required and/or complete information may be cause for the Bid to be rejected as non-responsive.

13.1 Contractor shall submit a staffing or organizational chart showing staffing to be used including the dedicated Account Manager, all supervisors who will supervise work, and all senior management who supervise the dedicated Account Manager, including all years of tenure of each.

13.2 Contractor must have a minimum of 3 years of experience (in the last 5 years) conducting work of similar type, scope, and scale at facilities as those specified in this ITB. All references shall be provided on the Contractor Standard Pledge of Compliance, Revised April 5, 2018, paragraph F, item 7.

13.3 An Account Manager (Project Manager), who shall be dedicated to this Contract, and must have a minimum of 2 years of experience (in the last 5 years) managing and conducting work of similar type, scope, and scale as those specified in this ITB. Contractor shall submit the resume for the dedicated Account Manager.

13.4 All Managers and Supervisors proposed to be involved in services at facilities in this ITB must have a minimum of 2 years' service in providing managerial and supervisory support in cleaning and conducting work of similar type, scope, and scale as those specified in this ITB. Contractor shall submit resumes for the Managers and Supervisors proposed to be involved in services for this ITB.

F. STATEMENT OF METHODOLOGY.

1. Bidder shall provide a detailed explanation of all janitorial activity to be provided, including cleaning methods, staffing, supervision, materials consumable, man-hours, and security measures.

2. Bidder shall provide a description of specific employee training programs, proposed uniforms, employee identification methods, means of communication (cell phone, radio), emergency response and security measures for all personnel.

3. Bidder shall provide a comprehensive cost analysis for each facility, including Bidder's cost for man-hours, materials, consumables, project work and other costs associated with providing complete janitorial services in accordance with the specification and "Statement of Janitorial Tasks and Cleaning Standards" in each facility. This is in addition to completing the Pricing Page(s), attached in PlanetBids as an Excel spreadsheet.

4. Bidder shall provide a complete materials/consumables list (See paragraph E. item 2.1, "Contractor Furnished Supplies and Cleaning Equipment").

5. Bidder shall provide a detailed list of the types of cleaning equipment to be utilized in the performance of cleaning tasks, along with the age of the vacuum cleaners.

6. Bidder must demonstrate knowledge and familiarity with green cleaning practices, and other policies and measures which indicate environmental sensitivity.

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

1. **Inspections by Contractor.** The Contractor shall perform regular and comprehensive inspections of the facility sites to ensure that all work is completed in accordance with the requirements and specifications of this ITB. At a minimum, these inspections shall be performed by a supervisor on a weekly basis.

The Contractor shall schedule a regular monthly meeting, including date, time and location, with the Technical Representative or City designee to evaluate services performed. Contractor's failure to schedule or appear for the meeting as scheduled may be cause for termination of the Contract, at the City's sole discretion.

2. **Inspections by City's Technical Representative or City Designee.** Regular inspections shall be conducted by the City's Technical Representative or City designee. Any performance deficiencies shall be noted on the Janitor's Cleaning Checklists and left in the designated area. A copy will also be emailed to the Contractor.

Deficiencies must be corrected the next business day unless otherwise directed by the Technical Representative or City designee. Failure to correct deficiencies and comply with the Contract requirements and specifications within the time specified may result in termination of the Contract, at the City's sole discretion

H. END OF CONTRACT. Prior to the end of the Contract Term on this Contract, the Technical Representative or City designee will inspect the Contract sites with the Contractor to ensure that sites are turned over at the end of the Contract Term in a condition that conforms to the Contract requirements and specifications. Any deficiencies found in the specified service and maintenance level will be noted and presented to the current Contractor

in writing. Contractor shall correct all deficiencies noted by the end of the Contract Term. The City has sole discretion as to what constitutes a deficiency.

If the current Contractor fails to correct the noted deficiencies and turns over the Contract sites in an unacceptable condition, as determined by the Technical Representative or City designee, the City will authorize work by others to bring the site into compliance with the Contract specifications. All costs incurred by the City to correct deficiencies not sufficiently addressed by Contractor will be deducted from the current Contractor's final payment.

I. STATEMENT OF JANITORIAL TASKS AND CLEANING STANDARDS. The following standards are intended to indicate the acceptable minimum level of service to satisfy the requirements of these specifications.

Daily Tasks (Full-Service Day):

The following tasks (Tasks No. 1 – 12) shall be performed on the day(s) specified in the Pricing pages at each site designated in this ITB, unless otherwise expressly noted.

1. Sweep/Dust Mop Floors. Contractor shall remove dirt on all non-carpeted flooring including elevators, stairways, stairway landings and areas under chairs, tables, and desks by one (1) or more of the methods described below. Contractor will give special attention to edges, nooks, and baseboards to prevent the accumulation of soil, lint, or other material.

- a. Sweeping with a horsehair or similar type push broom;
- b. Using a dust mop;
- c. Using renewable commercial-type cleaning cloths; and/or
- d. Using a heavy-duty vacuum cleaner with appropriate pickup tool.

2. Damp Mop and Disinfect Floors. Contractor shall damp mop and disinfect vinyl, tile, linoleum, and other types of floor covering excluding rubber, carpet, hardwood and sports flooring in restrooms, locker rooms, and kitchens (all other areas requiring mopping are to be damp mopped only) to remove all spots, stains, or spills as part of normal floor care.

While damp mopping, Contractor shall take special care to not leave streaks on the floor, or cause the accumulation of soil, lint or other material in the corners, edges, nooks, and baseboards.

Miramar Landfill only - Rubber Floors: Contractor shall damp mop or auto-scrub rubber flooring using City-furnished cleaning products to remove spots, stains, and spills. If severe scuff marks are present, Contractor will buff floor with City-furnished products and mint pad using a 150-300 RPM buffer.

3. Vacuum/Spot Clean Carpeted Floors and Rugs. Contractor shall vacuum carpets and rugs to remove dirt. A pile lifter vacuum shall be used. The vacuum cleaner must use filters that prevent dust from entering the air. Vacuum cleaning shall also include the removal of all spots, stains, or spills as part of normal floor care. Rugs and carpet

runners are to be straightened and adjusted. Special attention will be given to edges, nooks, and baseboards to prevent the accumulation of soil, lint, or other material.

4. Clean Glass, Mirrors, Metal Handrails, Elevator Doors and Walls. Contractor shall clean all glass including observation windows, display-type windows, display cases, glass doors and adjoining panes, interior partitions, and mirrors. Elevator doors, walls and metal handrails will be washed and cleaned daily. Surfaces shall be left clean with no fingerprints, streaks, spots, or dirt film. Care shall be taken in cleaning any surfaces covered with solar film to avoid any damage to the film.

5. Empty and Clean All Wastebaskets, Waste Receptacles, and Ash Urns. Contractor shall empty all wastebaskets, waste receptacles, ashtrays, butt cans, and sand urns inside facility and outside all lobby door entrances, patios and breezeways. All receptacles shall be washed, as necessary, to maintain them in a stain-free and odor-free condition. Trash receptacles shall be lined with City-provided plastic trash bags. Contractor shall place all trash bags in a designated dumpster(s). The sand in sand urns shall be sifted quarterly or as needed.

6. Empty Recycling Bins. Contractor shall empty all recycling bins at each facility, as needed, into designated recycling bins/dumpsters/roll-offs; they shall not be emptied into containers designated for trash. Cardboard boxes shall be broken down and flattened before being placed in recycling bins or dumpsters. All recycling receptacles shall be washed when needed and as directed by the Technical Representative or City designee, to maintain them in a stain-free and odor-free condition. City staff are responsible for emptying the recycling containers located at their workstations into the recycling bins or other designated recycling containers unless otherwise stated.

Environmental Services Operations Station only: None of the recycling bin requirements apply to this location, as City staff are responsible for all recycling at this facility.

7. Clean Restrooms, Lockers, and Showers. Contractor shall maintain restrooms, lockers, and showers in a clean, disinfected, and sanitized manner using cleaning agents and/or disinfectants that are pre-approved by the City. Restrooms shall be scrubbed using an anti-bacterial/anti-fungal cleaner.

Walls, wall partitions, shower curtains, flooring, floor seams, cracks, grout, wainscoting, etc., and fixtures including sinks, toilets, urinals, water closets, and lavatories shall be washed/scrubbed with quality materials using techniques that will remove and prevent soil buildup, formation or encrustation, or stains under lids, ledges, sills or rims. All metal fixtures and hand grab rails will be cleaned. Tile grout shall be cleaned and scrubbed to maintain a clean appearance. Toilet stall partitions and door locks will be inspected and cleaned daily on both sides of the panels. Special attention will be given to the countertops to ensure their cleanliness. Entry door and stall door frames will be cleaned, with special emphasis around the hinges.

Environmental Services Operation Station – Task 7 will be required an additional time per day during the hours of 8am to 12pm for locker rooms only.

The term “clean” as used herein shall mean that no dirt, dust, lint, stains, spots, grease, molds or odors can be detected on areas including floors, walls, lockers, partitions, ledges,

trim, doors, moldings, shower doors, shower mats and/or curtains or fixtures within the restroom, lockers or showers.

8. Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers. Contractor shall refill all dispensers for paper towels, soap, toilet paper and toilet seat covers using City-provided material. Contractor shall provide a minimum of a one (1) week notice to the Technical Representative or City designee when supplies need to be replenished.

9. Clean Drinking Fountains, Water Dispensers, Employees Water Stations and Ice Machines. Contractor shall clean and sanitize drinking fountains, water dispensers, employee water stations and ice machines to remove all spots, marks and stains.

10. Clean Kitchen Area/Break Room. Contractor shall clean, sanitize and disinfect Kitchen Areas/Breakrooms including sinks and countertops. All spots, marks, and stains shall be removed; tables and chairs shall be cleaned and straightened. Exterior of microwave and refrigerator shall be wiped clean.

11. Pick-up Litter. Contractor shall pick up and dispose of all litter, trash, garbage, and foreign discarded or abandoned objects found in the interior of the facility, all entryways, patios and walkways. All trash will be placed in a designated City dumpster.

12. Disinfect Highly Used Surfaces. Contractor shall clean, sanitize and disinfect all highly used surface areas including door handles, light switches, elevator buttons, staircase handrails, sinks, faucets, toilets, restroom partition handles and door locks, countertops, kitchen appliance handles and buttons, drinking fountains, water dispensers, water and ice stations. Contractor shall follow the Center for Disease Control and Prevention procedures of disinfecting, to eliminate cross-contamination.

Weekly Tasks:

The following tasks (Tasks No. 13 - 16) shall be performed on a weekly basis at each site designated in this ITB, unless otherwise expressly noted.

13. Clean Walls, Door Frames, and Jambs. Contractor shall clean walls, doors, door frames/jambs, partitions, ledges, moldings, and windowsills, including wood and metal work, to remove dust, dirt, spots, stains, hand marks, and any other marks or scuffs.

14. Sweep Pedestrian Areas. Contractor shall sweep exterior sidewalks, pedestrian access walkways, stairs, stairwells, main entrance, and outside vestibules.

15. Dust. Contractor shall dust in all offices, and common and public areas, including but not limited to classrooms, service counters, waiting rooms, conference rooms, kitchens, break rooms, etc.

Contractor shall dust desks (*only when cleared of work materials*), hutches, tables, chairs, file cabinets, shelving, countertops, lampshades, light fixtures, pictures, lockers, telephones, map frames, moldings, ledges, switches, door frames and jambs, windowsills, partitions, and any other surface that accumulates dust. Dusting of furniture will include chair legs, table legs, frames, and bases. Dusting will be performed using a cloth and/or vacuum cleaner. Dusting will be performed in a manner to maintain the facility in a dustless

condition and free of surface spots, stains, or marks. Contractor shall not move or disturb any articles, documents, equipment, or papers, and shall only dust exposed areas.

16. Clean Tables, Chairs, and Countertops. Contractor shall clean all tables, chairs, and countertops to remove fingerprints, streaks, spots or dirt film. No wax or oily polish shall be applied.

Monthly Tasks

The following tasks (Tasks No. 17 - 23) shall be performed monthly at each site designated in this ITB, unless otherwise expressly noted.

17. Dust Air Diffusers, Grills, Vents, and Filter Houses. Contractor shall maintain the air diffusers, grills, and vents, including restrooms to keep them clean and free of dust. These areas shall be wiped and cleaned with a damp cloth and/or vacuumed to remove dust, dirt, and debris.

18. Clean all Window Blinds. Contractor shall maintain the window blinds and shades to keep them free of dust, dirt, and dead bugs. Contractor shall wipe them with a damp cloth or clean with the appropriate specialized hand tool.

19. Clean Lights. Contractor shall clean inside and outside lights that are 12' and under.

20. Vacuum and Spot Clean Fabric Furniture. Contractor shall vacuum seat cushions to remove all visible dirt. Special attention will be given to prevent the accumulation of soil, lint, or other material. Spots clean all fabric-type furniture to remove all dirt, spots, and stains, as needed with an appropriate non-toxic fabric cleaner. This task does not include regular shampooing of fabric furniture.

21. Polish Wood Furniture. Contractor shall polish wood office furniture, desks, credenzas, shelves, etc., with high-quality furniture polish.

22. Clean Refrigerators and Microwaves. Contractor shall remove all food items, clean refrigerator, inside and out, and replace all food items. Clean microwave inside and out, removing all food spills and stains.

2. Environmental Services Operations Station Only: Strip, Wax, and Buff Tile, and Vinyl/Tile Flooring. Contractor shall provide removal (stripping) of accumulated traffic stains and old wax. Work shall be accomplished by thoroughly scrubbing with a machine floor scrubber using steel wool pads, basin brush, or pads similar to or equal to 3-M pads, complete pick up of cleaning water followed with clear water rinse. Floor treatment shall be applied per manufacturer's instructions and buffed, as required, with a high-speed buffer (minimum 1,500 RPM). Contractor is responsible for moving and replacing all furniture.

At the other site locations listed in this bid: This task is scheduled at the Discretion of the City. See Task No. 24 – Tasks at Discretion of the City.

Tasks at Discretion of the City

The following tasks (Tasks No. 24 - 26) shall be performed at the discretion of the City and as directed by the Technical Representative or City designee. The Contractor shall provide a price quote for these services within 5 business days when requested by the City. The Contractor shall provide a tentative service date and time to the City for approval and schedule the service within 10 business days of the request for service.

23. Strip, Wax, and Buff Tile, and Vinyl/Tile Flooring. Contractor shall provide removal (stripping) of accumulated traffic stains and old wax. Work shall be accomplished by thoroughly scrubbing with a machine floor scrubber using steel wool pads, basin brush, or pads similar to or equal to 3-M pads, complete pick up of cleaning water followed with clear water rinse. Floor treatment shall be applied per manufacturer's instructions and buffed, as required, with a high-speed buffer (minimum 1,500 RPM).

Contractor is responsible for moving and replacing all furniture.

24. Deep Clean Carpets. Contractor shall wet/steam clean carpets to remove all dirt, spots, and stains.

25. Miramar Landfill - Strip and Wax Rubber Flooring. Contractor shall sweep and dry vacuum floor, strip the floor with either an auto-scrubber or rotary scrubber with a black pad using City furnished stripper solution, pick up solution with a wet/dry vacuum and allow floor to dry completely before applying finish. Contractor will apply 4 thin coats of City-furnished finish per manufacturer's directions, waiting until each coat is dry before applying next coat (minimum 20-30 minutes for each coat). Contractor will ensure a cure time of at least 2 hours before allowing foot traffic on floor.

J. SERVICE HOURS AND FACILITIES TO BE MAINTAINED. Complete janitorial maintenance service shall be completed at each facility between the "Hours of Service" listed in the table on the following pages.

The hours of service may be changed by the Technical Representative or City designee. All Contractor requests for schedules of work changes must be submitted in writing and authorized by the Technical Representative or City designee. Contractor's failure to obtain City authorization for changes to hours of service may result in non-payment for services performed, at City's sole discretion

All monthly tasks must be completed by the 15th of the month.

1. RIDGEHAVEN – SCHEDULE A:

a. City Observed Holidays.

1. Janitorial maintenance service shall not be performed on the following 11 City observed holidays:
 - New Year's Day
 - Martin Luther King, Jr. Day
 - Presidents' Day
 - Cesar Chavez Day

- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

b. Site to be Maintained:

Schedule/Section	Facility Location	Hours of Service
Schedule A	Ridgehaven approximately 73,700 sq. ft. at: 9601 Ridgehaven Court San Diego, CA 92123	Janitorial services shall be completed five (5) days a week, Monday through Friday, between the hours of 4:30 p.m. and 5:00 a.m.

c. Facility Description – Ridgehaven

Approximate Interior Square Footage:	73,700 Square Feet
Restrooms:	11
Toilets:	21
Urinals:	9
Sinks:	20 Bathroom sinks 6 Kitchen/Utility sinks 1 Bar sinks
Locker Rooms:	2 (1 Men's and 1 Women's)
Showers:	6
Drinking Fountains:	3
Water Dispensers:	1
Elevators:	2
Stairways:	3
Kitchens/Break Rooms:	6

Refrigerators:	8
Microwaves:	9
Floors:	Carpet: 60,000 Square Feet Tile: 3,000 Square Feet Vinyl: 4,000 Square Feet

2. MIRAMAR LANDFILL - SCHEDULE B:

a. City Observed Holidays:

1. Janitorial services shall not be performed on the following 6 City-observed holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

- The Miramar Landfill is open on the following 5 holidays and will require services on these days:
- Martin Luther King, Jr. Day
- President's Day
- Cesar Chavez Day
- Juneteenth Day
- Veteran's Day

b. Sites to be Maintained:

Schedule/Section	Location	Hours of Service
Schedule B Sections 1-2	Household Hazardous Waste Transfer Facility approximately 1,526 sq. ft. at: Miramar Landfill 5180 Convoy Street San Diego, CA 92111	Janitorial services shall be completed five (5) days a week, Monday through Friday, between the hours of 7:00 a.m. and 9:00 a.m.

Schedule/Section	Location	Hours of Service
Schedule B* Section 3*	Household Hazardous Waste Transfer Facility approximately 70 sq. ft. at: Miramar Landfill 5180 Convoy Street San Diego, CA 92111	Janitorial services shall be completed one (1) day a week, Wednesday, between the hours of 7:00 a.m. and 9:00 a.m.
Schedule B Sections 4- 5	Field Operations/Mini-Ops approximately 2,668 sq. ft. at: Miramar Landfill 5180 Convoy Street San Diego, CA 92111	Janitorial services shall be completed six (6) days a week, Monday through Saturday, between the hours of 9:00 a.m. and 2:00 p.m.
Schedule B Sections 6-11	Disposal Operations Facility approximately 4,963 sq. ft. (subject to change) at: Miramar Landfill 5180 Convoy Street San Diego, CA 92111	Janitorial services shall be completed six (6) days a week, Monday through Saturday, between the hours of 7:30 a.m. and 2:00 p.m.
Schedule B Sections 12-19	Fee Booth Facility & Entrance Guard Gate approximately 3,564 sq. ft. at: Miramar Landfill 5180 Convoy Street San Diego, CA 92111	Janitorial services shall be completed six (6) days a week, Monday through Saturday, between the hours of 6:00 a.m. and 7:30 a.m.

Work is not to be performed outside of the time periods stated in the table above under “Hours of Service” without written, pre-authorization given to the Contractor by the Technical Representative or City designee. The “Hours of Service” may be changed by the Technical Representative or City designee as needed, and in the City’s sole discretion.

c. Facility Descriptions - Miramar Landfill:

Section 1: Household Hazardous Waste Transfer Facility

Trailer 1: Administration Facility Number 10333

Size:	24' x 40'
Approximate Interior Square Footage:	877 Square Feet

Bathrooms:	0
Sinks:	0
Employee Water Station:	1
Refrigerators:	1
Microwaves:	1
Floors:	Carpet: 526 Square Feet Rubber: 351 Square Feet

Section 2: Household Hazardous Waste Transfer Facility

Trailer 2: Restroom/Locker Facility Number 10332

Size:	12' x 60'
Approximate Interior Square Footage:	649 Square Feet
Bathrooms:	4
Toilets:	4
Urinals:	3
Sinks:	6
Showers:	2
Floors:	Tile: 109 Square Feet Vinyl: 540 Square Feet

Section 3*: Household Hazardous Waste Transfer Facility

Trailer 3: Mobile Mini Field Office Facility Number 210447

Size:	7.5' x 9.5'
Approximate Interior Square Footage:	70 Square Feet

Bathrooms:	0
Sinks:	0
Floors:	Vinyl

Section 4: Field Operations/Mini-Ops

Trailer 1: Administration Facility Number 10328 North

Size:	24' x 60'
Approximate Interior Square Footage:	1,334 Square Feet
Bathrooms:	1
Toilets:	1
Sinks:	2
Refrigerators:	1
Microwaves:	3
Floors:	Carpet: 455 Square Feet Rubber: 284 Square Feet Tile: 540 Square Feet Vinyl: 55 Square Feet

Section 5: Field Operations/Mini-Ops

Trailer 2: Conference Room/Restroom/Locker Facility Number 10327 East

Size:	24' x 60'
Approximate Interior Square Footage:	1,334 Square Feet
Bathrooms:	2
Toilets:	4
Urinals:	2
Sinks:	4
Showers:	4

Ice Machine:	1
Microwaves:	1
Floors:	Rubber: 700 Square Feet Vinyl: 634 Square Feet

Section 6: Disposal Operations Facility

Trailer 1: Administration Facility Number 9881

Size:	24' x 60'
Approximate Interior Square Footage:	1,357 Square Feet
Bathrooms:	0
Sinks:	1
Employee Water Station:	1
Refrigerators:	1
Microwaves:	1
Floors:	Carpet: 600 Square Feet Vinyl: 757 Square Feet

Section 7: Disposal Operations Facility

Trailer 2: Restroom/Locker – Women Facility Number 9828

Size:	24' x 30'
Approximate Interior Square Footage:	720 Square Feet
Toilets:	4
Sinks:	3
Showers:	3
Floors:	Vinyl

Section 8: Disposal Operations Facility

Trailer 3: Restroom/Locker – Men Facility Number 9829

Size:	24' x 30'
Approximate Interior Square Footage:	720 Square Feet
Toilets:	3
Urinals:	3
Sinks:	3
Showers:	3
Ice Machine:	0
Floors:	Vinyl

Section 9: Disposal Operations Facility

Trailer 4: Lunchroom Facility Number 9817

Size:	10' x 42'
Approximate Interior Square Footage:	369 Square Feet
Bathrooms:	0
Sinks:	1
Employee Water Station:	1
Refrigerators:	1
Microwaves:	
Ice Machine:	1
2Floors:	Vinyl

Section 10: Disposal Operations Facility

Trailer 5: Engineer's Offices Facility Number 10002

Size:	24' x 60'
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Approximate Interior Square Footage:	1,357 Square Feet
Bathrooms:	0
Sinks:	0
Employee Water Station:	1
Refrigerators:	1
Microwaves:	1
Floors:	Carpet: 937 Square Feet Vinyl: 420 Square Feet

Section 11: Rental Trailer #1 (subject to change)

Trailer 6: Willscot Rental Trailer #1

Size:	44' x 10'
Approximate Interior Square Footage:	440 Square Feet
Bathrooms:	0
Sinks:	0
Floors:	Vinyl

Section 12: Rental Trailer #2 (subject to change)

Trailer 7: Willscot Rental Trailer #2

Size:	44' x 10'
Approximate Interior Square Footage:	440 Square Feet
Bathrooms:	0
Sinks:	0
Floors:	Vinyl

Section 13: Fee Collections Services Facility

Trailer 1: Administration Facility Number 9814 North

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Size:	24' x 60'
Approximate Interior Square Footage:	1,357 Square Feet
Bathrooms:	1
Toilets:	1
Sinks:	2
Employee Water Station:	1
Refrigerators:	1
Microwaves:	1
Floors:	Carpet: 1,297 Square Feet Vinyl: 60 Square Feet

Section 13: Fee Collections Services Facility

Trailer 2: Administration Facility Number 9814 South

Size:	24' x 60'
Approximate Interior Square Footage:	1,357 Square Feet
Bathrooms:	0
Sinks:	0
Employee Water Station:	1
Floors:	Carpet: 800 Square Feet Linoleum: 557 Square Feet

Section 14: Fee Collections Services Facility

Trailer 3: Restroom – Men/Women Facility Number 9816

Size:	12' x 27'
Approximate Interior Square Footage:	297 Square Feet
Toilets:	2

Urinals:	0
Sinks:	2
Floors:	Vinyl

Section 15: Fee Collections Services Facility

Booth 1: Facility Number 10078

Size:	10' x 20'
Approximate Interior Square Footage:	171 Square Feet
Bathrooms:	0
Sinks:	0
Employee Water Station:	1
Floors:	Vinyl

Section 16: Fee Collections Services Facility

Booth 2: Facility Number 10491

Size:	10' x 12'
Approximate Interior Square Footage:	110 Square Feet
Bathrooms:	0
Sinks:	0
Employee Water Station:	1
Floors:	Rubber

Section 17: Fee Collections Services Facility

Booth 3: Facility Number 10492

Size:	10' x 12'
Approximate Interior Square Footage:	110 Square Feet

Bathrooms:	0
Sinks:	0
Employee Water Station:	1
Floors:	Rubber

Section 18: Fee Collections Services Facility

Booth 4: Facility Number 10366

Size:	10' x 12'
Approximate Interior Square Footage:	110 Square Feet
Bathrooms:	0
Sinks:	0
Employee Water Station:	1
Floors:	Rubber

Section 19: Entrance Gate Guard Booth

Entrance Gate Guard Booth Facility Number 10493

Size:	6' x 10'
Approximate Interior Square Footage:	52 Square Feet
Bathrooms:	0
Sinks:	0
Floors:	Vinyl

3. ENVIRONMENTAL SERVICES OPERATIONS STATION - SCHEDULE C:

a. City Observed Holidays:

1. For Environmental Services Operations Station there are 6 City-observed holidays as follows:
 - New Year's Day
 - Memorial Day

- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

If the City-observed holiday is Monday through Friday, janitorial services will not be required on the City-observed Holiday but will be required on Saturday of the same week.

2. The Environmental Services Operations Station is open on the following 5 holidays and will require services on these days:

- Martin Luther King, Jr. Day
- President’s Day
- Cesar Chavez Day
- Juneteenth Day
- Veteran’s Day

b. Sites to be Maintained:

Schedule/Section	Location	Hours of Service
Schedule C	Environmental Services Operations Station approximately 19,500 sq. ft. at: 8353 Miramar Place San Diego, CA 92121	Janitorial services shall be completed five (5) days a week, Monday through Friday, between the hours of 6:30 p.m. and 5:00 a.m. and on Saturdays for the six (6) City observed holidays as specified in 3.a. directly above.

Work is not to be performed outside of the time periods stated in the table above under “Hours of Service” without written, pre-authorization given to the Contractor by the Technical Representative or City designee. The “Hours of Service” may be changed by the Technical Representative or City designee, as needed and in the City’s sole discretion.

c. Facility Description - Environmental Services Operations Station:

Approximate Interior Square Footage:	19,500 Square Feet
Restrooms:	7
Toilets:	20
Urinals:	7

Sinks:	21 Bathroom sinks 5 Kitchen/Utility sinks 2 Bar sinks 1 large half sink (Mens locker room)
Locker Rooms:	2 (1 Men's and 1 Women's)
Showers:	5
Drinking Fountains:	2
Employee Water Stations:	1
Ice Machines:	1
Kitchens/Break Rooms:	2
Refrigerators:	2 Standard 2 Mini
Microwaves:	4
Floors:	Carpet: 11,700 Square Feet Vinyl: 7,800 Square Feet

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

L. WORK/TASK SCHEDULE. The Contractor shall submit a work schedule to the Technical Representative or City designee prior to commencement of work. Schedule changes must be submitted in writing and authorized by the Technical Representative or City designee. Failure to comply with the above requirements may be cause for termination of this Contract, at the City's sole discretion

Weekly Tasks. Daily Tasks shall be performed contemporaneously with Weekly Tasks.

Monthly Tasks. Monthly Tasks must be completed by the 15th of the month. Daily Tasks are to be performed contemporaneously with the Monthly Tasks. However, Monthly Tasks are not required to be performed on the same day as the Weekly Tasks.

M. PAYMENTS WITHHELD. The City may withhold payment for services not performed and for unsatisfactory or substandard work not corrected to the satisfaction of the Technical Representative or City designee within the time specified. Such deductions shall not prevent the City from proceeding with termination of the Contract in accordance with Section 4.3 (City's Right to Terminate for Default) of the General Contract Terms and Provisions revised January 16, 2020.

N. CONTRACT MODIFICATIONS. At any time during the Contract, the City reserves the right to increase or decrease task frequencies for sites to be maintained under the provisions of this Contract at the one-time cost for the specified task(s) that is in effect at the time of

such election. The City also reserves the right to add or delete sites as it deems necessary, and to modify tasks as required.

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

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

P. NON-INTERFERENCE WITH CITY OPERATIONS. Employees and agents of Contractor shall, while on the premises of the City facilities, comply with all City rules and regulations. Contractor shall acquaint itself with conditions at the work site so as not to interfere with City operations. Contractor shall not stop, delay, or interfere with City work schedule(s) or operations without the prior approval of the Technical Representative or City designee. Contractor shall be entirely responsible for working in harmony with all others on the work site (i.e. City staff and Contractor's staff) when Contractor is working on City premises.

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

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

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

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

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

	Registration No.	Expiration Date	Name
Janitorial DIR Registration No.	JS-LR-1000667425	1/20/2027	AZTEC LANDSCAPING, INC.

Subcontractor DIR Registration No.	N/A		
Subcontractor DIR Registration No.	N/A		

T. PERFORMANCE BOND. Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the state of California, and approved by the City, in a sum equal to one hundred percent (100%) of the annual Contract amount, conditional for the performance of the Contract. Using Exhibit E, the performance bond shall be submitted to Purchasing & Contracting within ten (10) days of request. The bond shall be maintained by the contractor in full force and effect during the entire period of performance under the Contract. Failure to do so shall be cause for termination of the Contract. Refer to article VIII of Exhibit B, City’s Contracting Terms and Provisions for additional information.

The City shall reimburse the Contractor for the cost of the annual performance bond after the Contract has been executed and at cost. The Contractor must provide the City proof of cost in the form of the surety’s invoice. The annual performance bond reimbursement is not subject to any price increases through the duration of the Contract. No other performance bond cost shall be permitted.

U. TECHNICAL REPRESENTATIVE. The Technical Representative for this Contract is identified in the notice to proceed and is responsible for overseeing and monitoring this Contract. The Technical Representative will provide daily oversight of this Contract to ensure compliance to this Exhibit B, Scope of Work and/or performance of this Exhibit B, Scope of Work. The Technical Representative is also responsible for oversight of all the invoice payments and billing questions for purchase orders issued under this Contract. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to this Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent. The City may identify a new Technical Representative to fulfill obligations of the Technical Representative set forth in this Contract by providing Contractor with the name and contact information of that individual in writing.

V. PRICING PAGES(S)

- 1. Pricing, City’s Estimated Need.** It is the intent of the City to award the ITB in total to a single contractor.

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

2. Pricing Page

Calculation: * Annual Cost = Estimated Annual Frequency X Unit Cost

SCHEDULE A: RIDGEHAVEN

Section 1: Ridgehaven (Approximately 73,700 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	249	DAY	Daily Tasks, five (5) days per week, Monday through Friday, <u>excluding</u> all City-observed holidays, as specified.	\$265.26/Day	\$66,049.37/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$16.58/Week	\$862.09/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$66.31/Month	\$795.78/Year
Total Section 1:					\$67,707.24/Year

Section 2: As Needed, Extra Cleaning Services with Written Pre-Authorization

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	50	HR	Extra Cleaning Services.	\$33.20/HR	\$1,660.00/Year
Total Section 2:					\$1,660.00/Year

TOTAL ANNUAL COST SCHEDULE A (Section 1-2): \$69,367.24/Year

OTHER SERVICES PERFORMED AT THE DISCRETION OF THE CITY (*Not part of Evaluation*)

Bidders are required to provide pricing for the following tasks which are only to be performed at the discretion of the City and after written pre-authorization by the Technical Representative or City designee. Failure to provide the following pricing may be cause for Bidder’s submittal to be rejected as non-responsive. The pricing in this area is applicable to any/all locations specified in the ITB.

1. At the discretion of the City, the Contractor shall steam clean all carpeted areas within a facility; or any portion of the carpeted areas within a facility based upon a fixed cost per square foot as provided below:

Cost per square foot: \$.18 cents

2. At the discretion of the City, the Contractor shall strip, wax, and buff vinyl, tile, and ceramic flooring areas within a facility; or any portion of the vinyl, tile, and ceramic flooring areas within a facility based upon a fixed cost per square foot as provided below:

Cost per square foot: \$.22 cents.

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Calculation: * Annual Cost = Estimated Annual Frequency X Unit Cost

SCHEDULE B: MIRAMAR LANDFILL

Section 1: Household Hazardous Waste Transfer Facility

Trailer 1: Administration Facility Number 10333 (Approximately 877 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	254	DAY	Daily Tasks, five (5) days per week, Monday through Friday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$11.27/Day	\$2,863.47/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$2.98/Week	\$155.18/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$5.64/Month	\$67.64/Year
Total Section 1:					\$3,086.29/Year

Section 2: Household Hazardous Waste Transfer Facility

Trailer 2: Restroom/Locker Facility Number 10332 (Approximately 649 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	254	DAY	Daily Tasks, five (5) days per week, Monday through Friday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$16.58/Day	\$4,210.98/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$2.98/Week	\$155.18/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$5.64/Month	\$67.64/Year
Total Section 2:					\$4,433.80/Year

Section 3*: Household Hazardous Waste Transfer Facility

Trailer 3: Mobile Mini Field Office Facility Number 210447 (Approximately 70 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	52	DAY	Daily Tasks, one (1) day per week, Wednesday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$18.06/Day	\$939.12/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$6.81/Week	\$354.12/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$5.64/Month	\$ /Year
Total Section 3:					\$1,293.24/Year

Section 4: Field Operations/Mini-Ops

Trailer 1: Administration Facility Number 10328 North (Approximately 1,334 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$16.58/Day	\$5,073.07/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$5.64/Week	\$293.11/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$14.92/Month	\$179.05/Year
Total Section 4:					\$5,545.23/Year

Section 5: Field Operations/Mini-Ops

Trailer 2: Conference Room/Restroom/Locker Facility Number 10327 East (Approximately 1,334 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$16.58/Day	\$5,073.07/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$4.97/Month	\$59.68/Year
Total Section 5:					\$5,305.17/Year

Section 6: Disposal Operations Facility

Trailer 1: Administration Facility Number 9881 (Approximately 1,357 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$13.26/Day	\$4,058.46/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$5.64/Week	\$293.11/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$33.16/Month	\$397.89/Year
Total Section 6:					\$4,749.45/Year

Section 7: Disposal Operations Facility

Trailer 2: Restroom/Locker – Women Facility Number 9828 (Approximately 720 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$4.97/Day	\$1,521.92/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$2.98/Week	\$155.18/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$2.98/Month	\$35.81/Year
Total Section 7:					\$1,712.91/Year

Section 8: Disposal Operations Facility

Trailer 3: Restroom/Locker – Men Facility Number 9829 (Approximately 720 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$13.26/Day	\$4,058.46/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$2.98/Week	\$155.18/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$2.98/Month	\$35.81/Year
Total Section 8:					\$4,249.44/Year

Section 9: Disposal Operations Facility

Trailer 4: Lunchroom Facility Number 9817 (Approximately 369 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$6.63/Day	\$2,029.23/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$2.98/Week	\$155.18/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$2.98/Month	\$35.81/Year
Total Section 9:					\$2,220.21/Year

Section 10: Disposal Operations Facility

Trailer 5: Engineer’s Offices Facility Number 10002 (Approximately 1,357 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$13.26/Day	\$4,058.46/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$5.64/Week	\$293.11/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$5.64/Month	\$67.64/Year
Total Section 10:					\$4,419.21/Year

Section 11: Rental Trailer (subject to change)

Trailer 6: Willscot Rental Trailer #1 (Approximately 440 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$6.63/Day	\$2,029.23/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$2.98/Week	\$155.18/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$2.98/Month	\$35.81/Year
Total Section 11:					\$2,220.21/Year

Section 12: Rental Trailer #1 (subject to change)

Trailer 7: Willscot Rental Trailer #2 (Approximately 440 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$6.63/Day	\$2,029.23/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$2.98/Week	\$155.18/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$2.98/Month	\$35.81/Year
Total Section 12:					\$2,220.21/Year

Section 13: Fee Booth Facility

Trailer 1: Administration Facility Number 9814 North (Approximately 1,357 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$8.29/Day	\$2,536.53/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$8.29/Month	\$99.47/Year
Total Section 13:					\$2,808.42/Year

Section 14: Fee Booth Facility

Trailer 2: Administration Facility Number 9814 South (Approximately 1,357 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$8.29/Day	\$2,536.53/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$3.32/Month	\$39.79/Year
Total Section 14:					\$2,478.74/Year

Section 15: Fee Booth Facility

Trailer 3: Restroom – Men/Women Facility Number 9816 (Approximately 297 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$9.95/Day	\$3,043.84/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$3.32/Month	\$39.79/Year
Total Section 15:					\$3,256.05/Year

Section 16: Fee Booth Facility

Booth 1: Facility Number 10078 (Approximately 171 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$2.98/Day	\$913.15/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$1.66/Month	\$19.89/Year
Total Section 16:					\$1,105.46/Year

Section 17: Fee Booth Facility

Booth 2: Facility Number 10491 (Approximately 110 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$2.98/Day	\$913.15/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$1.66/Month	\$19.89/Year
Total Section 17:					\$1,105.46/Year

Section 18: Fee Booth Facility

Booth 3: Facility Number 10492 (Approximately 110 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$2.98/Day	\$913.15/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$1.66/Month	\$19.89/Year
Total Section 18:					\$1,105.46/Year

Section 19: Fee Booth Facility

Booth 4: Facility Number 10366 (Approximately 110 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$2.98/Day	\$913.15/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$1.66/Month	\$19.89/Year
Total Section 19:					\$1,105.46/Year

Section 20: Entrance Gate Guard Booth

Entrance Gate Guard Booth Facility Number 10493 (Approximately 52 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$2.98/Day	\$913.15/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$1.66/Week	\$86.21/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$1.66/Month	\$19.89/Year
Total Section 20:					\$1,019.26/Year

Section 21: As Needed, Extra Cleaning Services with Written Pre-Authorization

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	50	HR	Extra Cleaning Services.	\$33.20/HR	\$1,660.00/Year
Total Section 21:					\$1,660.00/Year

TOTAL ANNUAL COST SCHEDULE B (Section 1-21): \$ 59,387.46 /Year

OTHER SERVICES PERFORMED AT THE DISCRETION OF THE CITY *(Not part of Evaluation)*

Bidders are required to provide pricing for the following tasks which are only to be performed at the discretion of the City and after written pre-authorization by the Technical Representative or City designee. Failure to provide the following pricing may be cause for Bidder's submittal to be rejected as non-responsive. The pricing in this area is applicable to any/all locations specified in the ITB.

1. At the discretion of the City, the Contractor shall deep clean all carpeted areas within a facility; or any portion of the carpeted areas within a facility based upon a fixed cost per square foot as provided below:

Cost per square foot: \$.18 cents.

2. At the discretion of the City, the Contractor shall strip, wax, and buff vinyl, tile, and ceramic flooring areas within a facility; or any portion of the vinyl, tile, and ceramic flooring areas within a facility based upon a fixed cost per square foot as provided below:

Cost per square foot: \$.22 cents.

Calculation: *Annual Cost = Estimated Annual Frequency X Unit Cost

SCHEDULE C: ENVIRONMENTAL SERVICES OPERATIONS STATION

Section 1: Environmental Services Operations Station (Approximately 19,500 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	260	DAY	Daily Tasks, five (5) days per week, Monday through Friday, (<u>with</u> Day Porter Service for locker rooms) including Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day. For all other City-observed holidays, if the City-observed holiday is Monday through Friday, janitorial services <u>will not</u> be required on the City-observed holiday but <u>will</u> be required on Saturday of the same week, as specified.	\$167.25/Day	\$43,485.94/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$16.73/Week	\$869.72/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$301.06/Month	\$3,612.68/Year
Total Section 1:					\$47,968.34/Year

Section 2: As Needed, Extra Cleaning Services with Written Pre-Authorization

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	50	HR	Extra Cleaning Services.	\$33.20/HR	\$1,660.00/Year
Total Section 2:					\$1,660.00/Year

TOTAL ANNUAL COST SCHEDULE C (Section 1-2): \$49,628.34/Year

OTHER SERVICES PERFORMED AT THE DISCRETION OF THE CITY *(Not part of Evaluation)*

Bidders are required to provide pricing for the following tasks which are only to be performed at the discretion of the City and after written pre-authorization by the Technical Representative or City designee. Failure to provide the following pricing may be cause for Bidder’s submittal to be rejected as non-responsive. The pricing in this area is applicable to any/all locations specified in the ITB.

1. At the discretion of the City, the Contractor shall steam clean all carpeted areas within a facility; or any portion of the carpeted areas within a facility based upon a fixed cost per square foot as provided below:

Cost per square foot: \$.18 cents.

2. At the discretion of the City, the Contractor shall strip, wax, and buff vinyl, tile, and ceramic flooring areas within a facility; or any portion of the vinyl, tile, and ceramic flooring areas within a facility based upon a fixed cost per square foot as provided below:

Cost per square foot: \$.22 cents.

ESTIMATED ANNUAL PERFORMANCE BOND FEE

Bidder shall provide an estimated annual performance bond fee per the performance bond requirements as identified in Section T. Performance Bond. The estimated Annual Performance Bond Fee will not be considered as part of the determination of low bid.

ESTIMATED ANNUAL PERFORMANCE BOND FEE	\$3,000.00
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BASIS OF TOTAL AWARD:

Item No.	DESCRIPTION	Annual Cost
1.	TOTAL ANNUAL COST SCHEDULE A (Section 1 - 2):	\$ 69,367.24
2.	TOTAL ANNUAL COST SCHEDULE B (Section 1 - 21):	\$ 59,387.46
3.	TOTAL ANNUAL COST SCHEDULE C (Section 1 - 2):	\$ 49,628.34
4.	TOTAL CONTRACT AMOUNT (BASIS OF AWARD)	\$ 178,383.04



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.6 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.6.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at

least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.6.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.6.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.6.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.6.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements

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required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

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

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

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

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

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

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

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

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

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

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

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

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

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

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

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

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

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

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

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

ITB FOR JANITORIAL SERVICES AT VARIOUS ENVIRONMENTAL SERVICES DEPARTMENT (ESD)
FACILITIES AND LANDFILL

B. BIDDER/PROPOSER INFORMATION:

AZTEC LANDSCAPING, INC. DBA AZTEC JANITORIAL SERVICE

Legal Name	7980 LEMON GROVE WAY	LEMON GROVE	DBA	CA	91945
Street Address		City	State	Zip	
MARCY GRISMER, VP		619.464.3303	619.460.1106		
Contact Person, Title		Phone	Fax		

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any principal, scientific, and/or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

GENARO GARCIA	CFO
Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
FINANCIALS	
Interest in the transaction	

MARCY GRISMER	VP
Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
PROJECT MANAGER	
Interest in the transaction	

SUSANA MICHEL	FINANCIAL DIRECTOR
Name	Title/Position
CHULA VISTA, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
FINANCIALS	
Interest in the transaction	

RAFAEL AGUILAR	OWNER
Name	Title/Position
EL CAJO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
OWNER - 50%	
Interest in the transaction	

RAMON C. AGUILAR	OWNER
Name	Title/Position
JAMUL, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
OWNER - 50%	
Interest in the transaction	

ALEJANDRA MARTINEZ	ACCOUNTS PAYABLE
Name	Title/Position
EL CAJON, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
ACCOUNTS PAYABLE	
Interest in the transaction	

ELEAZAR BELTRAN	HUMAN RESOURCES
Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
HUMAN RESOURCES	
Interest in the transaction	

JESSICA ANDERSON	CONTRACT COORDINATOR
Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
PREPARING AND SUBMITTING BIDS AND OTHER CONTRACT RELATED DOCUMENTS	
Interest in the transaction	

ELIZABETH SALAZAR	ADMINISTRATIVE ASSISTANT
Name	Title/Position
EL CAJO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
PREPARING EXTRA WORK PROPOSALS AND INVOICING	
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 04/19/1989 State of incorporation: CALIFORNIA

List corporation's current officers: President: RAFAEL AGUILAR
Vice Pres: MARCY GRISMER
Secretary: RAMON C. AGUILAR
Treasurer: RAFAEL C. AGUILAR

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: 04/19/1989

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

- a. Number of voting shares: _____
- b. Number of nonvoting shares: _____
- c. Number of shareholders: _____
- d. Value per share of common stock:

Par	\$	_____
Book	\$	_____
Market	\$	_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: WELLS FARGO BANK

Point of Contact: TATIANNA GRISMORE

Address: 5600 LA TERRAZA BLVD, SUITE 200, ESCONDIDO, CA 92025

Phone Number: 760.432.5343

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B1981004304 Year Issued: 2025

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: RANCHO

Contact Name and Phone Number: TREVOR ESPIE, 951.225.5172

Contact Email: ESPIET@RANCHOWATER.COM

Address: 42135 WINCHESTER RD, TEMECULA, CA 92590

Contract Date: 2022-CURRENT

Contract Amount: \$175,075.68/YEAR

Requirements of Contract: JANITORIAL SERVICES FOR DISTRICT FACILITIES

Company Name: OTAY WATER DISTRICT

Contact Name and Phone Number: KENT PAYNE, 619.670.2222

Contact Email: KENT.PAYNE@OTAYWATER.GOV

Address: 2554 SWEETWATER SPRINGS BLVD, SPRING VALLEY, CA 91978

Contract Date: 2021-CURRENT

Contract Amount: \$107,100/YEAR

Requirements of Contract: JANITORIAL SERVICES TO OFFICE FACILITIES

Company Name: MIRA COSTA COLLEGE

Contact Name and Phone Number: ROGER WALLER , 760.757.2121 EXT. 6574

Contact Email: RWALLER@MIRACOSTA.EDU

Address: BARNARD DRIVE, BUILDING B4200, OCEANSIDE, CA 92056

Contract Date: 2022-CURRENT

Contract Amount: \$77,513.76/YEAR

Requirements of Contract: JANITORIAL SERVICES FOR THE COLLEGE CAMPUS AND ON CALL DEEP CLEANINGS

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

GENARO GARCIA, CFO
Name and Title

Genaro Garcia
Signature

1/20/2026
Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

GENARO GARCIA, CFO
Print Name, Title

Genaro Garcia
Signature

1/20/2026
Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran: Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principle Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Workforce Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEO) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEO has been approved by the City shall use best efforts to comply with that EEO.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in San Diego Municipal Code Division 36. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
 - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
 - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

VI. Maintaining Participation Levels.

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: AZTEC LANDSCAPING, INC. DBA AZTEC JANITORIAL SERVICE

Certified By GENARO GARCIA Title CFO
Name

Genaro Garcia Date 1/20/2026
Signature

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: AZTEC LANDSCAPING, INC. DBA AZTEC JANITORIAL SERVICE

ADA/DBA: 7980 LEMON GROVE WAY

Address (Corporate Headquarters, where applicable): _____

City: LEMON GROVE County: SAN DIEGO State: CA Zip: 91945

Telephone Number: 619.464.3303 Fax Number: 619.460.1106

Name of Company CEO: RAFAEL AGUILAR

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: JANITORIAL SERVICES / LANDSCAPING SERVICES Type of License: B, C27, C61/D49, C61/D38

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 7980 LEMON GROVE WAY, LEMON GROVE, CA 91945

Telephone Number: 619.464.3303 Fax Number: 619.460.1106 Email: EBELTRAN@AZTECLANDSCAPING.COM

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of AZTEC LANDSCAPING, INC. DBA AZTEC JANITORIAL SERVICE

(Firm Name)

SAN DIEGO, CA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 20 day of JANUARY, 2026

Genaro Garcia
(Authorized Signature)

GENARO GARCIA
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: AZTEC LANDSCAPING, INC. DBA AZTEC JANITORIAL SERVICE DATE: 1/20/2026

OFFICE(S) or BRANCH(ES): 7980 LEMON GROVE WAY, LEMON GROVE, CA 91945 COUNTY: SAN DIEGO

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

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			4	2										
Professional														
A&E, Science, Computer														
Technical														
Sales			12	2							2	0		
Administrative Support			2	13										
Services														
Crafts														
Operative Workers			4	0										
Transportation														
Laborers*	7	0	356	41										

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	7	0	378	58							2	0		
--------------------	---	---	-----	----	--	--	--	--	--	--	---	---	--	--

Grand Total All Employees 445

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: AZTEC LANDSCAPING, INC. DBA AZTEC JANITORIAL SERVICE DATE: 1/20/2026

OFFICE(S) or BRANCH(ES): 7980 LEMON GROVE WAY, LEMON GROVE, CA 91945 COUNTY: SAN DIEGO

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

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm’s Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

**LIVING WAGE ORDINANCE
 CERTIFICATION OF COMPLIANCE**
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: AZTEC LANDSCAPING, INC. DBA AZTEC JANITORIAL SERVICE

Company Address: 7980 LEMON GROVE WAY, LEMON GROVE, CA 91945

Company Contact Name: ELEAZAR BELTRAN Contact Phone: 619.464.3303

CONTRACT INFORMATION

Contract Number (if no number, state location): ESD FACILITIES & LANDFILL Start Date: TBD

Contract Title or description: ITB 10090096-26-R End Date: TBD

Purpose/Service Provided: JANITORIAL SERVICES

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

GENARO GARCIA

Name of Signatory

CFO

Title of Signatory

Genaro Garcia
 Signature

1/20/2026

Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt:

LWO Analyst:

Contract Number:

such election. The City also reserves the right to add or delete sites as it deems necessary, and to modify tasks as required.

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

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

P. NON-INTERFERENCE WITH CITY OPERATIONS. Employees and agents of Contractor shall, while on the premises of the City facilities, comply with all City rules and regulations. Contractor shall acquaint itself with conditions at the work site so as not to interfere with City operations. Contractor shall not stop, delay, or interfere with City work schedule(s) or operations without the prior approval of the Technical Representative or City designee. Contractor shall be entirely responsible for working in harmony with all others on the work site (i.e. City staff and Contractor's staff) when Contractor is working on City premises.

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

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

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

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

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

	Registration No.	Expiration Date	Name
Janitorial DIR Registration No.	JS-LR-1000667425	1/20/2027	AZTEC LANDSCAPING, INC.

Subcontractor DIR Registration No.	N/A		
Subcontractor DIR Registration No.	N/A		

T. PERFORMANCE BOND. Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the state of California, and approved by the City, in a sum equal to one hundred percent (100%) of the annual Contract amount, conditional for the performance of the Contract. Using Exhibit E, the performance bond shall be submitted to Purchasing & Contracting within ten (10) days of request. The bond shall be maintained by the contractor in full force and effect during the entire period of performance under the Contract. Failure to do so shall be cause for termination of the Contract. Refer to article VIII of Exhibit B, City’s Contracting Terms and Provisions for additional information.

The City shall reimburse the Contractor for the cost of the annual performance bond after the Contract has been executed and at cost. The Contractor must provide the City proof of cost in the form of the surety’s invoice. The annual performance bond reimbursement is not subject to any price increases through the duration of the Contract. No other performance bond cost shall be permitted.

U. TECHNICAL REPRESENTATIVE. The Technical Representative for this Contract is identified in the notice to proceed and is responsible for overseeing and monitoring this Contract. The Technical Representative will provide daily oversight of this Contract to ensure compliance to this Exhibit B, Scope of Work and/or performance of this Exhibit B, Scope of Work. The Technical Representative is also responsible for oversight of all the invoice payments and billing questions for purchase orders issued under this Contract. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to this Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent. The City may identify a new Technical Representative to fulfill obligations of the Technical Representative set forth in this Contract by providing Contractor with the name and contact information of that individual in writing.

V. PRICING PAGES(S)

1. **Pricing, City’s Estimated Need.** It is the intent of the City to award the ITB in total to a single contractor.

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

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



Registration Number:
JS-LR-1000667425

Janitorial Services Registration

Effective Date 1/20/2026	Expiration Date 1/20/2027
------------------------------------	-------------------------------------

Aztec Landscaping, Inc
7980 Lemon Grove Way
Lemon Grove, CA 91945

Workers Compensation Insurance Expiration Date:
February 25, 2026

POST IN A CONSPICUOUS PLACE

ALTERATIONS WILL VOID THIS REGISTRATION

WAXIE-Green™ Maravilloso Lavender Neutral Cleaner & Degreaser



DESCRIPTION

A high dilution, neutral-pH, cleaner and degreaser ideal for maintaining WAXIE-Green™ Armor II or WAXIE-Green™ Advantage Plus Floor Finish. With daily cleaning, improves hardness, durability and life of these floor finishes to reduce maintenance expenses. Pleasant lavender fragrance.

SPECIFICATIONS

	AS SOLD
Appearance	Purple liquid
Odor	Lavender, soapy odor
pH.....	6.5
VOC	N/A
Melting Point/Freezing Point	< 0°C (32°F)
Initial Boiling Point/Boiling Range	100°C (212°F)
Flash Point	N/A
Flammability	N/A
Relative Density (Density).....	0.99-1.0 (8.32 lb/gal)
Solubility	Soluble in water

ACTIVE INGREDIENTS:

None of the substances in this mixture are classified as hazardous, per the definitions under the Globally Harmonized System, in the concentrations in which they are present in the mixture..... 100%

SHELF LIFE: All WAXIE brand chemical products have a guaranteed shelf life of up to one year after the date product was manufactured, when stored in ambient conditions. The actual manufacturing date is included in a date code on every product container.

DIRECTIONS FOR USE

Dilute 2 oz of WAXIE-Green Maravilloso Lavender per gallon (1:64) of water for use in automatic scrubbing machines. WAXIE-Green Maravilloso Lavender may also be used at the same dilution for mop-on application. (Using cold water).

DILUTION RATIO: Light soil: 1:256 to 1:128 (½ to 1 oz/gal). Moderate soil: 1:64 (2 oz/gal). Heavy soil: 1:20 (6 oz/gal).

SAFETY INFORMATION

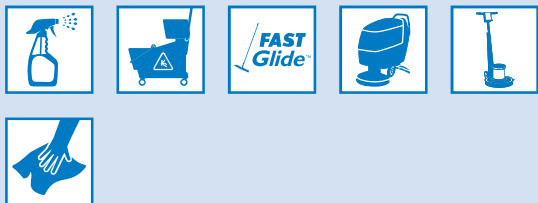
PERSONAL PROTECTIVE EQUIPMENT:

Ready-to-Use B – Safety Glasses & Gloves



Item: 321194 gal 4/cs
Secondary Label: 321194LBL

APPLICATION



FEATURES & BENEFITS

- Super concentrated
- Neutral-pH
- Zero VOCs
- No rinsing required
- Pleasant lavender fragrance

PRODUCT REGISTRATIONS & CERTIFICATIONS

- ECOLOGO CCD-146 / UL 2759 Certified

WAXIE-Green™ Maravilloso Lavender Neutral Cleaner & Degreaser

SAFETY INFORMATION (CONTINUED)

Read the Safety Data Sheet (SDS) and product label before use. The SDS and product label contain hazard warnings, precautionary statements and first aid procedures. SDS documents are available online at www.waxie.com or by calling (800) 995-4466.

For sale to, use and storage by service professionals only. Keep out of reach of children.

HOTLINE NUMBER: You may contact Chem-Tel at (800) 255-3924 for emergency medical treatment information.



General Purpose Cleaner

Revision: 2024-07-31

Version: 03.0

1. IDENTIFICATION

Product name: General Purpose Cleaner
SDS #: MS0800132
Recommended use:

- General purpose cleaner
- This product is intended to be diluted prior to use
- Industrial/Institutional

Uses advised against: Uses other than those identified are not recommended

Manufacturer, importer, supplier:
 US Headquarters
 Diversey, Inc.
 1300 Altura Rd., Suite 125
 Fort Mill, SC 29708
 Phone: 1-888-352-2249
 SDS Internet Address: <https://sds.diversey.com>

Canadian Headquarters
 Diversey Canada, Inc.
 6150 Kennedy Road Unit 3
 Mississauga, Ontario L5T 2J4
 Phone: 1-800-668-7171

Emergency telephone number: 1-800-851-7145; 1-651-917-6133 (Int'l)

2. HAZARDS IDENTIFICATION

Classification for the undiluted product

Eye irritation, Category 2A



Signal word: Warning.

Hazard Statements

CAUSES SERIOUS EYE IRRITATION.

Precautionary Statements

Avoid contact with eyes, skin and clothing. Wash affected areas thoroughly after handling. May cause irritation to mouth, throat and stomach. Wear chemical-splash goggles and chemical-resistant gloves. IF SWALLOWED: Call a Poison Center or doctor/physician if you feel unwell. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing for at least 15 minutes. If eye irritation persists: Get medical advice or attention. Dispose of in accordance with all federal, state and local applicable regulations.

Health hazards not otherwise classified (HHNOC) - Not applicable

Physical hazards not otherwise classified (PHNOC) - Not applicable

Classification for the diluted product 1:64

This product, when diluted as stated on the label, is not classified as hazardous according to OSHA 29CFR 1910.1200 (HazCom 2012-GHS) and Canadian Hazardous Products Regulations (HPR) (WHMIS 2015-GHS).

Hazard and Precautionary Statements

None required.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Classified Ingredients

Ingredient(s)	CAS #	Weight %
Alcohol, C9-C11, ethoxylated	68439-46-3	10 - 30%

4. FIRST AID MEASURES

Undiluted Product:

Eyes: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing for at least 15 minutes. If eye irritation persists: Get medical advice/attention.

Skin: No specific first aid measures are required.

Inhalation: No specific first aid measures are required.

Ingestion: IF SWALLOWED: Call a Poison Center (1-800-851-7145) or doctor/physician if you feel unwell.

Most Important Symptoms/Effects: No information available.

Immediate medical attention and special treatment needed Not applicable.

Aggravated Medical Conditions: None known.

Diluted Product:

Eyes: Rinse with plenty of water.

Skin: No specific first aid measures are required

Inhalation: No specific first aid measures are required

Ingestion: IF SWALLOWED: Call a Poison Center (1-800-851-7145) or doctor/physician if you feel unwell.

5. FIRE-FIGHTING MEASURES

Specific methods: No special methods required

Suitable extinguishing media: The product is not flammable. Extinguish fire using agent suitable for surrounding fire.

Specific hazards: None known.

Special protective equipment for firefighters: As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

Extinguishing media which must not be used for safety reasons: No information available.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions: Put on appropriate personal protective equipment (see Section 8.).

Environmental precautions and clean-up methods: Clean-up methods - large spillage. Absorb spill with inert material (e.g. dry sand or earth), then place in a chemical waste container. Use a water rinse for final clean-up.

7. HANDLING AND STORAGE

Handling: Avoid contact with skin, eyes and clothing. Wash thoroughly after handling. Do not taste or swallow. Product residue may remain on/in empty containers. All precautions for handling the product must be used in handling the empty container and residue. Remove and wash contaminated clothing and footwear before re-use. FOR COMMERCIAL AND INDUSTRIAL USE ONLY.

Storage: Keep tightly closed in a dry, cool and well-ventilated place.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Guidelines: This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

Undiluted Product:

Engineering measures to reduce exposure:

Good general ventilation should be sufficient to control airborne levels.

Personal Protective Equipment

It is the responsibility of the employer to determine the potential risk of exposure to hazardous chemicals for employees in the workplace in order to determine the necessity, selection, and use of personal protective equipment.

Eye protection: Chemical-splash goggles.

Hand protection: Chemical-resistant gloves.

Skin and body protection: No personal protective equipment required under normal use conditions.

Respiratory protection: No personal protective equipment required under normal use conditions. If aerosols, mists, or vapors are not adequately controlled by ventilation, use appropriate respiratory protection to avoid over-exposure.

Hygiene measures: Handle in accordance with good industrial hygiene and safety practice.

Diluted Product:

Engineering measures to reduce exposure:

Good general ventilation should be sufficient to control airborne levels.

Personal Protective Equipment

Eye protection: No personal protective equipment required under normal use conditions.
Hand protection: No personal protective equipment required under normal use conditions.
Skin and body protection: No personal protective equipment required under normal use conditions.
Respiratory protection: No personal protective equipment required under normal use conditions.
Hygiene measures: Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State Liquid

Evaporation Rate: No information available

Odor threshold: No information available.

Melting point/freezing point (°C): Not determined

Autoignition temperature: No information available

Solubility in other solvents: No information available

Density: 1.0036 Kg/L

Bulk density: No information available

Flash point (°F): > 200.1 °F > 93.4 °C

Kinematic viscosity mPa.s

35 cP

VOC: 0 % *

Flammability (Solid or Gas): Not applicable

Sustained combustion: Not applicable

Explosion limits: - upper: Not determined **- lower:** Not determined

Color: Clear , Green

Odor: Citrus

Boiling point/range: Not determined

Decomposition temperature: Not determined

Solubility: Completely Soluble

Relative Density (relative to water): 1

Vapor density: No information available

Vapor pressure: No information available.

Partition coefficient (n-octanol/water): No information available

Elemental Phosphorus: 0.00 % by wt.

pH: ≈ 9.5

Corrosion to metals: Not corrosive to metals

Dilution pH: ≈ 9.35

Dilution Flash Point (°F): > 200.1 °F > 93.4 °C

VOC % by wt. at use dilution: 0 %

* - Title 17, California Code of Regulations, Division 3, Chapter 1, Subchapter 8.5, Article 2, Consumer Products, Sections 94508

10. STABILITY AND REACTIVITY

Reactivity: Not Applicable

Stability: The product is stable

Possibility of hazardous reactions: None known

Hazardous decomposition products: None reasonably foreseeable.

Materials to avoid: Do not mix with any other product or chemical unless specified in the use directions.

Conditions to avoid: None known.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure:

Skin contact, Inhalation, Eye contact

Delayed, immediate, or chronic effects and symptoms from short and long-term exposure

Skin contact: Unlikely to be irritant in normal use.

Eye contact: Causes serious eye irritation. Symptoms may include pain, redness, and watering.

Ingestion: Symptoms may include stomach pain and nausea. May be irritating to mouth, throat and stomach.

Inhalation: Symptoms may include coughing and difficulty breathing. May be irritating to nose, throat, and respiratory tract.

Sensitization: No known effects.

Target Organs (SE): None known

Target Organs (RE):

Numerical measures of toxicity

12. ECOLOGICAL INFORMATION

Ecotoxicity: No information available.

Persistence and Degradability: No information available.

Bioaccumulation: No information available.

Mobility: No information available.

Other adverse effects No information available.

13. DISPOSAL CONSIDERATIONS

Waste from residues / unused products (undiluted product): This product, as sold, if discarded or disposed, is not a hazardous waste according to Federal regulations (40 CFR 261). Under RCRA, it is the responsibility of the user of the product to determine, at the time of disposal, whether the waste solution meets RCRA criteria for hazardous waste. Dispose in compliance with all Federal, state, provincial, and local laws and regulations.

Waste from residues / unused products (diluted product): This product, when diluted as stated on this SDS, is not a hazardous waste according to Federal regulations (40 CFR 261). Under RCRA, it is the responsibility of the user of the product to determine, at the time of disposal, whether the waste solution meets RCRA criteria for hazardous waste. Dispose in compliance with all Federal, state, provincial, and local laws and regulations.

RCRA Hazard Class (undiluted product): Not Regulated

RCRA Hazard Class (diluted product): Not Regulated

Contaminated Packaging: Do not re-use empty containers.

14. TRANSPORT INFORMATION

DOT/TDG/IMDG: The information provided below is the full transportation classification for this product. This description does not account for the package size(s) of this product, that may fall under a quantity exception, according to the applicable transportation regulations. When shipping dangerous goods, please consult with your internal, certified hazardous materials specialist to determine if any exceptions can be applied to your shipment.

DOT (Ground) Bill of Lading Description: NOT REGULATED

IMDG (Ocean) Bill of Lading Description: NOT REGULATED

15. REGULATORY INFORMATION

International Inventories at CAS# Level

TSCA

All components are listed or otherwise exempt

DSL

All components are listed or otherwise exempt

US RIGHT TO KNOW (RTK)

Ingredient(s)	CAS #	MARTK:	NJRTK:	PARTK:	RIRTK:
Water	7732-18-5	-	-	-	-
Alcohol, C9-C11, ethoxylated	68439-46-3	-	-	-	-
fatty acids, coco, potassium salts	61789-30-8	-	-	-	-
Potassium carbonate	584-08-7	-	-	-	-

CERCLA/ SARA

Canadian Regulations

16. OTHER INFORMATION

NFPA (National Fire Protection Association)

Rating Scale: (Low Hazard) 0 - 4 (Extreme Hazard)

Health 2
Flammability 0
Instability 0
Special Hazards -

Diluted Product:

Health 0
Flammability 0
Instability 0
Special Hazards -

Revision: 2024-07-31

Version: 03.0

Reason for revision: Not applicable
Prepared by: North American Regulatory Affairs
Additional advice: • Contains an added fragrance, see "Odor" heading in section 9 for specific description

Notice to Reader: This document has been prepared using data from sources considered technically reliable. It does not constitute a warranty, express or implied, as to the accuracy of the information contained within. Actual conditions of use and handling are beyond seller's control. User is responsible to evaluate all available information when using product for any particular use and to comply with all Federal, State, Provincial and Local laws and regulations.

SAFETY DATA SHEET



This Safety Data Sheet (SDS) complies with the requirements of the U.S. Federal Occupational Safety and Health Administration Hazard Communication Standard (29 CFR 1910.1200, as updated in 2012) and equivalent state Standards. It has also been developed in accordance with the United Nations Globally Harmonized System of Classification of Chemicals (GHS) and the Canadian Workplace Hazardous Materials Information System (WHMIS). Refer to Section 16 of this document for the definition of terms and abbreviations.

SECTION 1: IDENTIFICATION

1.1 PRODUCT IDENTIFIER:

- ITEM NUMBER: 750323
- PRODUCT NAME: **WAXIE-Green Stainless-Steel Polish/Degreaser**
 - 1 QT: 750323

1.2 RELEVANT IDENTIFIED USES OF THE MIXTURE OR USES ADVISED AGAINST

- IDENTIFIED USE: Polish and degreasing stainless steel surfaces.
- IDENTIFIED USERS: For sale to, use and storage by service persons only.

1.3 DETAILS OF THE SUPPLIER OF THE SAFETY DATA SHEET

- MANUFACTURER/
SUPPLIER: **Waxie's Enterprises, LLC, an Envoy Solutions Company**
- ADDRESS: 9353 Waxie Way; San Diego, CA 92123-1036
- BUSINESS PHONE: 1-800-995-4466
- EMERGENCY PHONE: 1-800-255-3924 (CHEMTEL; 24 hours)

1.4 OTHER PERTINENT INFORMATION

- This product is sold and used in relatively small volumes. This SDS has been developed to address safety concerns affecting small volume handling situations and those involving warehouses and workplaces where large numbers of these items are stored or distributed.

SECTION 2: HAZARDS IDENTIFICATION

2.1 CLASSIFICATION OF THE SUBSTANCE OR MIXTURE:

OSHA/HCS Status

Classification of the Substance or Mixture or Eye damage (Category 1)

2.2 LABEL ELEMENTS:

ELEMENT

Hazard Pictograms



Signal Word

DANGER

Hazard Statements

H318: Causes serious eye damage

Precautionary Statements
Prevention

P102: Keep out of reach of children. P103: Read label before use. P280: Wear eye protection/face protection.

SECTION 2: HAZARDS IDENTIFICATION (Continued)

2.2 LABEL ELEMENTS (Continued):

ELEMENT

Precautionary Statements

Response	P305+351+338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. P310: Immediately call a POISON CENTER or doctor/physician.
Storage	P410+403: Store in a cool dry place at room temperature away from direct sunlight. Triple rinse container and offer for recycling.
Disposal	P501: Dispose of contents and container according to the local, city, state, and federal regulations.

2.3 OTHER PERTINENT DATA ON CHEMICAL AND PHYSICAL HAZARDS:

- Not applicable.

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

3.1 SUBSTANCES/MIXTURES

COMPONENT	CAS NUMBER	GHS HAZARD CLASSIFICATION FOR COMPONENT	% (w/w)
Ethyl Lactate	97-64-3	Flammable liquids (Category 3); Eye damage (Category 1); Specific target organ toxicity - single exposure (Category 3, Respiratory System)	> 5 -< 15
Nonionic Surfactant 1	Proprietary ¹	Acute toxicity -Inhalation (Category 4); Eye damage (Category 1); Aquatic toxicity – acute (Category 1)	> 5 -< 15
Nonionic Surfactant 2	Proprietary	Eye damage(Category 2A); Aquatic toxicity – acute (Category 2)	> 5 -< 15
Soybean oil, methyl ester	67784-80-9	Not hazardous	> 0 -< 5
Sodium xylenesulfonate	1300-72-7	Eye irritation (Category 2A); Skin irritation (Category 2)	> 0 -< 5
Fragrance	Proprietary	Flammable liquids (Category 3); Acute toxicity - Inhalation (Category 4); Skin irritation (Category 2); Skin sensitizer (Category 1); Aquatic toxicity – chronic (Category 1); Aspiration hazard (Category 1)	0.5

SECTION 4: FIRST AID MEASURES

4.1 DESCRIPTION OF FIRST AID MEASURES

AREA EXPOSED

Eye Contact	Flush with copious amounts of water for 15 minutes. "Roll" eyes during flush. Seek medical attention immediately.
Skin Contact	Flush area with warm, running water for several minutes. Seek medical attention if irritation persists or rash develops.
Inhalation	Obtain fresh air.
Ingestion	If conscious only: Rinse mouth with water. Do not induce vomiting. Contact a Poison Control Center or physician for instructions.

¹ The exact percentage and composition have been withheld as a trade secret. All relevant physical and health hazards have been declared, in accordance with regulatory requirements.

SECTION 4: FIRST AID MEASURES (Continued)

4.2 MOST IMPORTANT ACUTE AND CHRONIC EXPOSURE SYMPTOMS

- **ACUTE HEALTH EFFECTS:**

AREA EXPOSED

Eye Contact

Causes eye damage. Redness, pain, irritation will occur.

Skin Contact

May cause skin irritation, especially after prolonged exposure.

Inhalation

May cause respiratory tract irritation; symptoms may include coughing and sneezing.

Ingestion

May cause gastrointestinal system irritation; symptoms may include pain, sore throat, nausea, and vomiting.

- **CHRONIC HEALTH EFFECTS:** Not applicable.

- **TARGET ORGANS:** Eyes.

4.3 INDICATION OF IMMEDIATE MEDICAL ATTENTION AND SPECIAL TREATMENT NEEDED

- **GENERAL INFORMATION: For all exposures:** In case of accident, or if you feel unwell, seek medical advice immediately. Take this document and a copy of the label to the healthcare professional.
- **RECOMMENDATIONS TO PHYSICIANS:** Treat symptomatically.
- **MEDICAL CONDITIONS AGGRAVATED BY OVEREXPOSURE:** None reported.

SECTION 5: FIREFIGHTING MEASURES

5.1 EXTINGUISHING MEDIA

- **RECOMMENDED FIRE EXTINGUISHING MEDIA:** Water Spray, Water Jet, Dry Powder, Foam, Carbon Dioxide, or any other.
- **UNSUITABLE FIRE EXTINGUISHING MEDIA:** None known.

5.2 SPECIAL HAZARDS ARISING FROM THE SUBSTANCE OR MIXTURE

- **NFPA FLAMMABILITY CLASSIFICATION:**

Classification

NFPA Rating



NFPA Classification

Not flammable.

- **UNUSUAL HAZARDS IN FIRE SITUATIONS:**

Decomposition

Thermal decomposition produces carbon monoxide, carbon dioxide, and sulfur, nitrogen, and sodium compounds.

Explosion Sensitivity to Mechanical Impact

Not applicable.

Explosion Sensitivity to Static Discharge

Not applicable.

5.3 ADVICE FOR FIREFIGHTERS

- Self-Contained Breathing Apparatus and full protective equipment for fire response should be worn in any situation. Move containers from fire area if it can be done without risk to personnel. Otherwise, use water spray to keep fire-exposed containers cool.

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT, AND EMERGENCY PROCEDURES

- **RESPONSE TO INCIDENTAL RELEASES:** Personnel who have received basic chemical safety training can generally handle small-scale releases. Gloves and safety glasses must be worn when cleaning-up spills. Use caution during clean-up; contaminated floors and items may be slippery.
- **RESPONSE TO NON-INCIDENTAL RELEASES:** Generally, releases of this product will be no larger than the loss of one shipment of material. Subsequently, personnel can follow the instructions for incidental releases. As needed, respond to non-incident chemical releases of this product (such as the simultaneous destruction of several pallets of this product) by clearing the impacted area and contacting appropriate emergency personnel.

In the unlikely event of a multi-container release of the **PRODUCT AS SOLD**, and there is no other hazardous condition in the area, the use of an air-purifying respirator with particulate filter, face-shield, safety glasses, and double gloves (e.g. nitrile over latex gloves), and body protection is recommended if splashes/sprays/mists can be generated during clean-up.

- **RESPONSE PROCEDURES FOR ANY RELEASE:** Absorb spilled liquid with polypads or other suitable absorbent materials. Rinse area thoroughly. Because this product is a cleaning agent, all items that come in contact with the solution can be returned to service after rinsing.

6.2 ENVIRONMENTAL PRECAUTIONS

- Avoid response actions that can cause a release of a significant amount of the substance (more than 4 gallons) into the environment. Avoid accidental dispersal of spilled material into soil, waterways, and sewers.

6.3 METHODS AND MATERIALS FOR CONTAINMENT AND CLEANING UP

- **SPILL RESPONSE EQUIPMENT:** Polypad or other absorbent material.

6.4 REFERENCES TO OTHER SECTIONS

- **SECTION 8:** For exposure levels and detailed personal protective equipment recommendations.
- **SECTION 13:** For waste handling guidelines.

SECTION 7: HANDLING AND STORAGE

7.1 PRECAUTIONS FOR SAFE HANDLING

Hygiene Practices

Keep out of reach of children. Follow good chemical hygiene practices. Do not smoke, drink, eat, or apply cosmetics in the chemical use area. Avoid inhalation of mists and sprays. Use in well-ventilated areas. Avoid contact with skin or eyes. Remove contaminated clothing promptly. Clean up spilled product immediately.

Handling Practices

Employees must be appropriately trained to use this product safely as needed. Keep containers closed when not in use.

7.2 CONDITIONS FOR SAFE STORAGE, INCLUDING ANY INCOMPATIBILITIES

Storage Practices

Ensure all containers are correctly labeled. Store containers away from direct sunlight, sources of intense heat, or where freezing is possible. Store this product away from incompatible chemicals. Inspect all incoming containers before storage, to ensure containers are properly labeled and not damaged. Empty containers may contain residual liquid; therefore, empty containers should be handled with care.

Incompatibilities

See Section 10 (Stability and Reactivity).

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 CONTROL PARAMETERS

- **U.S. NATIONAL EXPOSURE LIMITS:** Not applicable.
- **BIOLOGICAL OCCUPATIONAL EXPOSURE LIMITS:** Not established.

8.2 EXPOSURE CONTROLS

Engineering Controls	Use in well-ventilated environment.
Respiratory Protection	None needed in normal circumstances of use.
Hand Protection	Neoprene, PVC, or butyl gloves are recommended if there is a potential for skin contact. Ensure gloves are intact prior to use.
Eye Protection	Safety glasses if splashes/sprays can occur when using.
Body Protection	None needed in normal circumstances of use.

8.3 PERSONAL PROTECTION SYMBOLS

- Hand Protection
(If skin contact is anticipated)
- Eye Protection
(If splashes or sprays can occur)



SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1 INFORMATION ON BASIC PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Clear, colorless liquid.
Odor	Citrus scent.
Odor Threshold	Not determined.
pH	5.0-7.0
Melting Point/Freezing Point	Not determined.
Initial Boiling Point/Boiling Range	Not determined.
Flash Point	>93°C (>200 °F)
Evaporation Rate (Water = 1)	Approx. 1.0.
Flammability	Not applicable.
Upper/Lower Explosive Limits	Not applicable.
Vapor Pressure	Not determined.
Vapor Density	Not determined.
Relative Density	0.99-1.02 (8.25-8.51 lb/gal)
Solubility	Completely soluble in water.
Partition Coefficient/n-octanol/water	Not determined.
Autoignition Temperature	Not applicable.
Decomposition Temperature	Not determined.
Viscosity	Not determined.

9.2 OTHER INFORMATION

- **VOC (less water & exempt):** Not determined.
- **WEIGHT% VOC:** Not determined.

SECTION 10: STABILITY AND REACTIVITY

10.1 REACTIVITY

- Not reactive under typical conditions of use or handling.

10.2 CHEMICAL STABILITY

- Normally stable under standard temperatures and pressures.

SECTION 10: STABILITY AND REACTIVITY (Continued)

10.3 POSSIBILITY OF HAZARDOUS REACTIONS

- This product is not self-reactive, water-reactive, or air-reactive.
- This product will not undergo hazardous polymerization.

10.4 CONDITIONS TO AVOID

- Avoid contact with incompatible chemicals.

10.5 INCOMPATIBLE MATERIALS

- Strong oxidizing agents and strong acids.

10.6 HAZARDOUS DECOMPOSITION PRODUCTS

- Products of thermal decomposition include oxides of carbon (i.e., carbon monoxide and carbon dioxide), as well as sulfur, nitrogen, and sodium compounds.

SECTION 11: TOXICOLOGICAL INFORMATION

11.1 INFORMATION ON TOXICOLOGICAL EFFECTS

- **ACUTE TOXICITY:**

- **TOXICOLOGY DATA:** The following data are for components in this product listed in Section 3 (Composition/Information on Ingredients) and present in greater than 1% concentration.

SODIUM XYLENESULFONATE

LD₅₀ (Oral, Rat) >= 7,200 mg/kg

LD₅₀ (Dermal, Rabbit) > 2,000 mg/kg

- **DEGREE OF IRRITATION:** Causes serious eye damage. The following data are for components of this product listed in Section 3 (Composition/Information on Ingredients) and present in greater than 1% concentration.

SODIUM XYLENESULFONATE

Skin, Rabbit = No Irritation/24 hours

Eyes, Rabbit = Irritation/24 hours.

- **SENSITIZATION:** The product is not classified as a skin or respiratory sensitizer.
- **REVIEW OF ACUTE SYMPTOMS AND EFFECTS BY ROUTE OF EXPOSURE:** See Section 2 (Hazards Information) and Section 4 (First Aid Measures) for additional details.

Eyes	Causes serious eye damage.
Skin	May cause skin irritation, especially after prolonged exposure.
Inhalation	Inhalation of mists or sprays may cause irritation.
Ingestion	If swallowed, product may cause gastrointestinal system irritation.

- **CHRONIC TOXICITY:**

- **CARCINOGENICITY STATUS:** The components of this product are not listed as carcinogens by IARC, NTP, or OSHA.
- **REPRODUCTIVE TOXICITY INFORMATION:** The components of this product are not reported to cause reproductive effects under typical circumstances of exposure.
- **MUTAGENIC EFFECTS:** The components of this product are not reported to cause mutagenic effects under typical circumstances of exposure.
- **SPECIFIC TARGET ORGAN TOXICITY – SINGLE EXPOSURE:** Not applicable.
- **SPECIFIC TARGET ORGAN TOXICITY – REPEATED EXPOSURE:** Not applicable.
- **ASPIRATION HAZARD:** Not applicable.

- **OTHER INFORMATION**

- **TOXICOLOGICALLY SYNERGISTIC PRODUCTS:** None known.
- **ADDITIONAL TOXICOLOGY:** Not applicable.

SECTION 12: ECOLOGICAL INFORMATION

12.1 TOXICITY

- Based on available data, this product may be harmful or fatal to contaminated terrestrial or aquatic plants or animals, depending on duration of contact and amount released.

12.2 PERSISTENCE AND DEGRADABILITY

- When released into the soil, the components of this product are expected to biodegrade, dissipate in soils via oxidation, or otherwise chemically degrade or photo-decompose via solar radiation. The following data are available for components of this product:
 - **SODIUM XYLENESULFONATE:** Aerobic/ Exposure time 28 days; Result: 83 - 85 % - Readily biodegradable.

12.3 BIOACCUMULATIVE POTENTIAL

- This product is not anticipated to bioaccumulate significantly.

12.4 MOBILITY IN SOIL

- It is expected this product will have some mobility in soil.

12.5 OTHER ADVERSE EFFECTS

- Not applicable.

SECTION 13: DISPOSAL CONSIDERATION

13.1 WASTE TREATMENT METHODS

- Dispose of it in accordance with local, State and Federal regulations.

13.2 DISPOSAL CONSIDERATIONS

- **EPA RCRA WASTE CODE:** Not applicable.

SECTION 14: TRANSPORT INFORMATION

14.1: DANGEROUS GOODS BASIC DESCRIPTION AND OTHER TRANSPORT INFORMATION

- **DEPARTMENT OF TRANSPORTATION HAZARDOUS MATERIALS SHIPPING REGULATIONS:**

UN/NA Number	Proper Shipping Name	Packing Group	Hazard Class	Label	North American Emergency Response Guide #	Marine Pollutant Status
NOT APPLICABLE						

- **IATA DESIGNATION:** This product is not regulated as dangerous goods by the International Air Transport Association.
- **IMO DESIGNATION:** This product is not regulated as dangerous goods by the International Maritime Organization.

14.2: ENVIRONMENTAL HAZARDS

- None described as related to transportation.

14.3: SPECIAL PRECAUTIONS FOR USERS

- Not applicable.

14.4: TRANSPORT IN BULK

- Not applicable.

SECTION 15: REGULATORY INFORMATION

15.1: SAFETY, HEALTH, AND ENVIRONMENTAL REGULATIONS SPECIFIC FOR THE PRODUCT

• OTHER IMPORTANT U.S. REGULATIONS

- **U.S. SARA HAZARD CATEGORIES (SECTION 311/312, 40 CFR 370-21):** Eye Damage/Irritation.
- **U.S. CERCLA REPORTABLE QUANTITY (RQ):** Not applicable.
- **U.S. TSCA INVENTORY STATUS:** All components of this product are listed on the TSCA Inventory.
- **U.S. SARA 313:** Not applicable.
- **CALIFORNIA SAFE DRINKING WATER ACT (PROPOSITION 65) STATUS:** Not applicable.

• INTERNATIONAL REGULATIONS

- **CANADIAN REGULATORY STATUS: CANADIAN REGULATORY STATUS:** The product is classified as hazardous under Hazardous Products Regulations (SOR-2022-272).
 - WHMIS 2015: See section 2.
 - This SDS contains all the information required by the HPR.
- **CANADIAN DSL/NDL INVENTORY STATUS:** The listed components of this product are on the DSL/NDL Inventory.
- **CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITY SUBSTANCES LISTS:** The components of this product are not on the CEPA Priority Substances Lists.

SECTION 16: OTHER INFORMATION

16.1: INDICATION OF CHANGE

- **DATE OF REVISION:** January 8, 2024
- **SUPERCEDES:** June 22, 2023
- **CHANGE INDICATED:** Update of hazard classification and related information.

16.2: KEY LITERATURE REFERENCES AND SOURCES FOR DATA

- SAFETY DATA SHEETS FOR COMPONENT PRODUCTS.
- Federal OSHA Hazard Communication Standard: 29 CFR 1910.1200.

16.3: HAZARDOUS MATERIALS CLASSIFICATION SYSTEM

Product as SOLD

Health	2
Flammability	0
Physical Hazard	0
Protective Equipment	*

HMIS Personal Protective Equipment Rating: Occupational Use situations: Refer to Section 8 for guidance on personal protective equipment selection.

16.4: DISCLAIMER

Waxie's Enterprises, LLC, an Envoy Solutions Company (WAXIE), makes no warranty, representation or guarantee as to the accuracy, sufficiency or completeness of the material set forth herein. It is the user's responsibility to determine the safety, toxicity and suitability of their own use, handling, and disposal of this product. Since actual use by others is beyond our control, no warranty, expressed or implied, is made by WAXIE as to the effects of such use, the results to be obtained or the safety and toxicity of this product, nor does WAXIE assume any liability arising out of the use by others of this product referred to herein. The data in this SDS relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process. WAXIE does not recommend blending this product with any other chemicals. All information, recommendations and data contained herein concerning this product are based upon information available at the time of writing from recognized technical sources.

SECTION 16: OTHER INFORMATION (Continued)

16.5 ABBREVIATIONS AND ACRONYMS

ALL SECTIONS: OSHA: U.S. Federal Occupational Safety and Health Administration. WHMIS: Canadian Workplace Hazardous Materials Standard. GHS: Globally Harmonized System of Classification of Chemical Substances.

SECTION 3: CAS Number: Chemical Abstract Service Number, which is used by the American Chemical Society to uniquely identify a chemical.

SECTION 5: NFPA: National Fire Protection Association. NFPA FLAMMABILITY CLASSIFICATION: The NFPA uses the flash point (F.I.P.) and boiling point (BP) to classify flammable or combustible liquids. Class IA: F.I.P. below 73°F and BP below 100°F. Class IB: F.I.P. below 73°F and BP at or above 100°F. Class IC: F.I.P. at or above 73°F and BP at or above 100°F. Class II: F.I.P. at or above 100°F and below 140°F. Class IIIA: F.I.P. at or above 140°F and below 200°F. Class IIIB: F.I.P. at or above 200°F. NFPA HAZARDOUS MATERIALS RATING: This is a rating system used to summarize physical and health hazards to firefighters. 0 = No Significant Hazard. 1 = Slight Hazard. 2 = Moderate Hazard. 3 = Severe Hazard. 4 = Extreme Hazard.

SECTION 8: NE: Not established. ACGIH: American Conference of Government Industrial Hygienists; TWA: Time-Weighted Average (over an 8-hour workday); STEL: Short-Term Exposure Limit (15-minute average, no more than 4-times daily and each exposure separated by one-hour minimally); C: Ceiling Limit (concentration not to be exceeded in a work environment). PEL: Permissible Exposure Limit. NIOSH: National Institute of Occupational Safety and Health; REL: Recommended Exposure Limit. ppm: Parts per Million. mg/m³: Milligrams per cubic meter. mppcf: Millions of Particles per Cubic Foot. BEI: Biological Exposure Limit. CA: California - TABLE AC-1 Permissible Exposure Limits for Airborne Contaminants

SECTION 9: pH: Scale (0 to 14) used to rate the acidity or alkalinity of aqueous solutions. For example, a pH value of 0 indicates a strongly acidic solution, pH of 7 indicates a neutral solution, and a pH value of 14 indicates an extremely basic solution. FLASH POINT: Temperature at which a liquid generates enough flammable vapors so that ignition may occur. AUTOIGNITION TEMPERATURE: Temperature at which spontaneous ignition occurs. LOWER EXPLOSIVE LIMIT (LEL): The minimal concentration of flammable vapors in air which will sustain ignition. UPPER EXPLOSIVE LIMIT (UEL): The maximum concentration of flammable vapors in air which will sustain ignition. ≈: Approximately symbol. VOC: Volatile Organic Compound.

SECTION 11: CARCINOGENICITY STATUS: NTP: National Toxicology Program. IARC: International Agency for Research on Cancer. REPRODUCTIVE TOXICITY INFORMATION: Mutagen: Substance capable of causing chromosomal damage to cells. Embryotoxin: Substance capable of damaging the developing embryo in an overexposed female. Teratogen: Substance capable of damaging the developing fetus in an overexposed female. Reproductive toxin: Substance capable of adversely affecting male or female reproductive organs or functions. TOXICOLOGY DATA: LDxx or LCxx: The Lethal Dose or Lethal Concentration of a substance which will be fatal to a given percentage (xx) of exposed test animals by the designate route of administration. This value is used to assess the toxicity of chemical substances to humans. TDxx or TCxx: The Toxic Dose or Toxic Concentration of a substance which will cause an adverse effect to a given percentage (xx) of exposed test animals by the designated route of administration.

SECTION 12: EC50: Effect Concentration (on 50% of study group); BOD: Biological Oxygen Demand. COD: Chemical Oxygen Demand. ThOD: Theoretical Oxygen Demand. TLM: Median Tolerance Limit.

SECTION 13: RCRA: Resource Conservation and Recovery Act. The regulations promulgated under this Act are found in 40 CFR, Sections 260 ff, and define the requirements of hazardous waste generation, transport, treatment, storage, and disposal. EPA RCRA Waste Codes: Defined in 40 CFR Section 261.

SECTION 15: CERCLA: Comprehensive Environmental Response Compensation and Liability Act (a.k.a. "Superfund") and SARA: (Superfund Amendment and Reauthorization Act). The regulations promulgated under this Act are located under 40 CFR 300 ff. and provide "community right-to-know" requirements. TSCA: Toxic Substances Control Act: Rules regulating the manufacture and sale of chemicals found in 40 CFR 700-766. DSL/NDSL: Canadian Domestic Substances and Non-Domestic Substances Lists.

SECTION 16: HAZARDOUS MATERIALS IDENTIFICATION SYSTEM RATING: This is a rating system used by industry to summarize physical and health hazards to chemical users and was originally developed by the National Paint and Coating Association. 0 = No Significant Hazard. 1 = Slight Hazard. 2 = Moderate Hazard. 3 = Severe Hazard. 4 = Extreme Hazard.



TAB B
EXECUTIVE SUMMARY AND
RESPONSES TO
SPECIFICATIONS

AZTEC JANITORIAL SERVICES

EXECUTIVE SUMMARY

Aztec Landscaping, Inc. dba Aztec Janitorial (“AZTEC”) is a local, San Diego-native, family -owned and operated service provider with more than 54 years of experience serving municipal, federal, higher education campuses, and grade A professional office business buildings across San Diego Country. As a long-standing service provider for the City of San Diego, AZTEC is uniquely positioned to meet the technical, safety, and operational requirements outlined in this ITB for the Environmental Services Department (ESD) Facilities and Landfill.

AZTEC maintains all required qualifications including registration with the DIR and is ISSA CIMS certified, a distinguished third-party audit of internal work practices and systems.

For this contract, ATEC will have a Project Manager, an Account Manager, working Supervisors, Floor technicians and a trained janitorial crew, all meeting Exhibit B requirements for communication, safety, training, and experience. Our team will implement a work plan and a schedule by site, performing all required tasks including site sign in and sign out procedures, bathroom cleaning, vacuuming, trash and recycle dumping, dust control, porter service and moping maintenance. Our Account Manager will perform inspections and formal checklists that will ensure proactive quality control and immediate corrective action by the working supervisors and team.

AZTEC is fully committed to safety and regulatory compliance. Our workforce adheres to OSHA/CAL-OSHA standards, PPE requirements, building reporting, emergency response protocols and chemical handling regulations. AZTEC’s practices are aligned with the City’s Environmentally Preferred Purchasing and facility ISO-14001 Environmental Management System. AZTEC will support EPA-compliant supplies, green cleaning agents and sustainable practices ensuring a healthy indoor environment and reduced environmental footprint.

We maintain 24/7 emergency response availability with the required 15 minute call back and a 4 hour resolution, ensuring protection of City assets and uninterrupted operations at facilities.

With over 442 employees company wide, robust internal departments (Safety, HR, Fleet, Material Distribution Management, Mechanics, QC) and decades of municipal contract performance experience, AZTEC’s local San Diego ownership, workforce and management structure provide unmatched responsiveness accountability, and continuity of service compared to out-of- area and uncertified cleaning companies. Our proven performance record across diverse municipal, federal and private

environments demonstrate our ability to deliver the high-quality service expected under this contract.

AZTEC has reviewed Exhibit B in its entirety and accepts all requirements without exception.

AZTEC greatly appreciates the opportunity to partner up with the City of San Diego and is committed to providing exceptional, dependable janitorial maintenance services for ESD facilities.

ABOUT AZTEC

Aztec Landscaping, Inc. dba Aztec Janitorial (“AZTEC”) is a locally owned and operated San Diego company, established in 1971 and in business for over 54 years. AZTEC’s corporate headquarters is located in Lemon Grove, California, less than 15 miles from the City of San Diego Environmental Services Department Facilities and Landfill, allowing for rapid response, close oversight, and consistent management presence. AZTEC is a full-service facilities support provider, delivering professional, insured, and bonded services that include:

- Janitorial and Custodial Services
- Day Porter and Facility Support Staffing
- Floor Care and Carpet Care Programs
- High-Pressure Power Washing and Steam Cleaning
- Landscape Construction and Grounds Maintenance

This integrated service model enables AZTEC to support City facilities with routine custodial care, emergency response cleaning, environmentally sustainable practices, and preventative maintenance programs, all coordinated under a single management structure.

Local Facilities and Operational Infrastructure

AZTEC’s Lemon Grove headquarters and Otay Mesa office supports contract operations through:

- Administrative offices and executive management
- Dedicated training and safety instruction conference rooms
- A full-service mechanic and equipment maintenance shop
- A climate-controlled supply warehouse with secure chemical storage
- Fleet parking and dispatch staging areas

- On-hand inventory of City-compliant, green-certified cleaning products and paper supplies

This infrastructure allows AZTEC to stock, manage, and replenish materials in-house, ensuring uninterrupted service delivery and eliminating supply-chain delays throughout the contract term.

AZTEC second facility in Otay Mesa, California, enhances fleet mobility and provides regional staffing coverage, strengthening our ability to respond quickly to service needs across the City.

Experience and Organizational Capacity

Over the past five decades, AZTEC has maintained diverse, municipal assets, including high security police facilities, senior centers, libraries, city halls, public restrooms, and high demand office spaces. AZTEC is the **largest San Diego-based company specializing in professional janitorial and landscape maintenance for municipalities, utility entities, transit systems, state and local government agencies.**

Through this focused specialization, AZTEC has earned a favorable reputation as a reliable and performance-driven service provider for municipal agencies, public-sector facilities, transit systems, and professional office environments. Our experience and work practices directly aligns with the operational needs of ESD, which requires safety adherence, controlled access protocols, green cleaning standards and scheduled cleaning times.

AZTEC'S OPERATIONAL REACH SPANS FROM San Ysidro through the Inland Empire, enabling efficient service delivery across geographically dispersed sites while maintaining uniform service standards, rapid response capability and contract supervision.

Our Experience includes:

- Routine and enhanced janitorial maintenance across diverse work spaces
- Deep cleaning and scrubbing hard to clean spaces
- Vacuuming, moping, restroom cleaning and disinfecting
- Porter day services
- Hard floor striping, waxing and hot water carpet cleaning

To further support safe and compliant operations, AZTEC is ISSA CIMS certified, a distinguished certification to the elite janitorial companies who have surpassed a 3rd

party audit, reviewing our customer service protocols, operation efficiency, management structure and fulfillment of contractual agreements.

Guiding Philosophy

AZTEC operates under a long-standing guiding principle:

“Striving Toward Excellence, One Step at a Time.”

This philosophy drives our commitment to quality service delivery, accountability, safety, responsiveness, and professional integrity. AZTEC values long-term partnerships and takes pride in supporting public-serving facilities, including the City of San Diego Environmental Services Department Facilities and Landfill, with dependable, high-quality janitorial services.

JANITORIAL DIVISION

AZTEC's Janitorial Division is managed to support the operational, security, and environmental requirements of our clients. We have cumulatively over 150 years of experience servicing spaces like the City of San Diego facilities, including administrative buildings, operational centers, trailer work spaces, showers, restrooms, conferences and landfill environments. Our growth in the janitorial sector is driven by a commitment to consistent performance, workforce stability, regulatory compliance, and dependable service delivery in public-facing and mission-critical facilities.

Our custodial division is structured to deliver flexible, quality-driven, and reliable services while maintaining uninterrupted operations and strict adherence to our clients standards.

Relevant Janitorial Experience

AZTEC currently provides janitorial services for facility types directly applicable to this ITB, including:

- Municipal and state agency facilities
- Administrative and operations buildings
- Environmental, public works, and utility facilities
- Class A and green-certified commercial office buildings
- Educational and administrative campuses
- Public parks, recreational facilities, and high-use public restrooms
- Transportation, terminal, and port-related facilities
- Law enforcement and secure facilities

Across these environments, AZTEC has demonstrated the ability to maintain clean, safe, and professionally presented facilities while complying with background check requirements, access controls, safety regulations, sustainability standards, and client-specific performance criteria.

Janitorial Service Capabilities

AZTEC's janitorial services are fully aligned with the ITB Scope of Work and include:

- Sweeping, dusting, damp mopping, and vacuuming of interior floor surfaces
- Cleaning, sanitizing, and disinfecting high-touch and shared-use areas
- Restroom, locker room, and breakroom cleaning and sanitization
- Trash, organic waste, and recycling collection and disposal
- Cleaning and polishing of fixtures, furniture, partitions, doors, and glass

- Comprehensive floor care, including machine scrubbing, stripping, waxing, and burnishing
- Carpet vacuuming, spot treatment, and deep extraction cleaning
- Interior and exterior window and glass cleaning, as specified
- High-pressure power washing and steam cleaning for exterior hard surfaces

Reliability and Responsiveness

AZTEC's janitorial division is staffed and managed to meet all daily, weekly, monthly, and as-needed service requirements, with trained supervisors and reserve personnel in place to prevent service disruptions. Our team is experienced in meeting emergency and non-emergency response times, maintaining cleaning checklists, and supporting routine inspections and corrective actions required by the City.

AZTEC's proven municipal experience, rigorous supervisory approach, and a robust quality control processes ensures our esteemed clients receive consistent performance, rapid response, and full compliance with Environmental Services Department standards, positioning AZTEC as a low-risk, high-performing partner for your facilities.

CORPORATE RESUME

CORPORATE COMPANY NAME:	Aztec Landscaping, Inc. dba Aztec Janitorial Service (AZTEC)
DESCRIPTION:	AZTEC is a full-service maintenance service company specializing in: <ul style="list-style-type: none"> - Commercial Custodial Services - Floor and Carpet Cleaning - Power Washing - Commercial Landscape Maintenance - Landscape Construction
HOME OFFICE	7980 Lemon Grove Way Lemon Grove, CA 91945 (619) 464-3303 Ph. (619) 460-1106 Fax
SATELITE OFFICES (4)	<ul style="list-style-type: none"> - Chula Vista - San Diego Regional Airport /Downtown - Vista (N. County) - Temecula
WEBSITE:	www.azteclandscaping.com
EMAIL:	marcy@azteclandscaping.com
CORPORATE OFFICERS:	Genaro Garcia, Chief Financial Officer Marisela Grismer, V.P. of Operations Ramon C. Aguilar, Secretary Rafael C. Aguilar, Treasurer
YEAR INCORPORATED:	AZTEC is a California Corporation since April 10, 1989
NUMBER OF EMPLOYEES:	Over 310 Employees
ANNUAL VOLUME:	\$ 11,000,000.00 - \$ 19,700,000.00
PRINCIPAL MARKET:	Southern California
LICENSES & MEMBERSHIPS:	<p>Federal ID Number: 33-050-3963 State of California Contractor License – 642504 Classification: B C27 C61/D49 C61/D38 Issue April 16, 1992 / Expires April 30, 2026 Department of Industrial Relations: JS-LR-1000667425 / 1000007145</p> <p><u>CERTIFICATIONS AND MEMBERSHIPS</u> Staying updated with industry technology, innovations, equipment, cleaning agents; continuing our education to stay above the competition, enabling us to benefit our clients:</p> <ul style="list-style-type: none"> ● CIMS-GB – Certified ● ISSA – Cleaning Industry Association ● CMM – Cleaning and Maintenance Management ● CACM - California Association of Community Managers ● Building Services Management Products, Services and Equipment for Facility/Building Service Professionals ● U.S. Green Building Council (USGBC)
SELF-PERFORMED WORK CAPABILITIES:	<p>Janitorial Services / Power Washing / Hard Floor and Carpet Cleaning Landscape Maintenance/Design /Irrigation Installation, repair, retro-fit and monitoring, Xeriscape Installation Landscape Construction / Concrete & Flat Work Tree Care Services, Tree Trimming, Removal & Stump Grinding</p>

INSURANCE AND BONDING AGENTS:

INSURANCE:	Rancho Mesa Insurance Services, Inc. Attn: Christina Haake 2355 Northside Drive, Suite 200 San Diego, CA 92108 (619) 438-6906 Office California License #0H72756 chaake@ranchomesa.com								
BONDING COMPANY:	Platte River Insurance Company 2121 North California Blvd., # 300 Walnut Creek, CA 94596-3572								
BONDING AGENT:	Surety Associates of Southern California Attn: Cyndi Beilman – Attorney In-Fact 5360 Jackson Drive Suite 208 La Mesa, CA 91942 (619) 501-1899 Office (619) 994-3652 Cell cyndi@sascbonds.com Caltrans DBE/WBE Certified # 38706 City of San Diego SLBE Certification # 10W10081 Federal Registry # 961857609 / Cage # 365B7								
TRADE REFERENCES:	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Waxie Sanitary Supply</td> <td style="width: 40%;">Attn: Anthony Montijo</td> </tr> <tr> <td colspan="2">9353 Waxie Way San Diego, CA 92123 (800) 544-8054</td> </tr> <tr> <td>Mission Janitorial</td> <td>Attn: Luis Navarro</td> </tr> <tr> <td colspan="2">9292 Activity Road San Diego, CA 92126 (858) 217-4681</td> </tr> </table>	Waxie Sanitary Supply	Attn: Anthony Montijo	9353 Waxie Way San Diego, CA 92123 (800) 544-8054		Mission Janitorial	Attn: Luis Navarro	9292 Activity Road San Diego, CA 92126 (858) 217-4681	
Waxie Sanitary Supply	Attn: Anthony Montijo								
9353 Waxie Way San Diego, CA 92123 (800) 544-8054									
Mission Janitorial	Attn: Luis Navarro								
9292 Activity Road San Diego, CA 92126 (858) 217-4681									
BANK REFERENCES:	Wells Fargo Bank. N.A. <u>Attn: Tatiana Grismore</u> 500 <u>La Terraza Blvd.</u> , Ste. 200 Escondido, CA 92025 (760) 432-5343								
ANNUAL VOLUME (LAST 5 YEARS)	2022 - \$22 Million 2021 - \$19.8 Million 2020 - \$ 19.7 Million 2019 - \$ 15.7 Million 2018 - \$ 12.1 Million 2017 - \$ 11.2 Million								

OPERATIONS AND BUSINESS PERFORMANCE

Our Lemon Grove headquarters is a 2-acre facility equipped to meet our customer needs. AZTEC headquarters supports our team by providing administration, human resources, vehicle parking, and material and equipment management.

Our office is staffed and open daily, Monday–Friday from 8:00 a.m. to 6:00 p.m. The Aztec team has access 24-hours, 7 days a week to assure continuity of service, including the ability to respond to our client’s emergency calls and pivots to the routine schedule.

It includes a 2,000+ sq. ft. in-house mechanic shop staffed with three full-time mechanics and a Fleet Manager, a resource not found in most companies. Our team of mechanics guarantees all equipment is consistently maintained and kept in safe working conditions. Our teams will always have the proper equipment to ensure tasks are completed on time with efficiency and professionalism.

We employ a dedicated Material Distribution Manager, another resource not found in all companies. Our Material Distribution Manager manages cleaning supplies inventory in our dedicated warehouse, so that all required cleaning agents are always on hand with our teams, guaranteeing your facilities are maintained thoroughly at every visit. Our team will assure accountability for every visit which in turn maintains a high standard of cleanliness for City personnel.

AZTEC utilizes eco-friendly certified green cleaning products and methods, including one-step immediate disinfectants with no traditional wait time. Our dedication to our Green Sustainable Program which is included in this submittal, under tab; AZTEC GREEN AND SUSTAINABLE PRODUCTS AND EQUIPMENT, outlines our commitment to safe, effective, and low-toxicity cleaning practices and solutions. *Adherence to the City’s certified green chemical requirement is seamlessly integrated into our everyday cleaning approach and part of our daily cleaning model.*

Our operations are enhanced by computerized scheduling, mobile communication tools and electronic sign-ins and sign-outs, ensuring above standard operations while keeping our team accountable and our service transparent and on track.



CAPABILITY TO PERFORM SERVICE

*AZTEC brings **over 50 years of proven experience** in providing professional, insured, and bonded janitorial services for facilities similar in scope, complexity, and operational demands that match the scope and operational demand to City of San Diego's Environmental Services Department (ESD) facilities.*

Our service history includes successful work performance in municipal and government buildings, public works and utility facilities, Class A and LEED-certified office buildings, public-facing facilities, secure law enforcement environments, and high-security port and terminal operations throughout San Diego and Northern California.

AZTEC's financial stability and operational readiness ensure that we can provide all required labor, supervision, materials, equipment, and management resources to fulfill the janitorial services specified in this ITB.

Our enduring success is founded on dependable staffing, structured supervisory oversight, disciplined quality control, and a proven janitorial operations model that consistently meets all client, technical, safety, environmental, and performance standards.

As a San Diego-based company headquartered in Lemon Grove, AZTEC is strategically positioned to support ESD facilities with rapid response capability, close management oversight, and logistical efficiency. Our established and growing local presence ensures you a dependable service delivery, timely issue resolution and uninterrupted operational continuity across every assigned facility.

Compliance With Mandatory ITB Requirements

AZTEC fully complies with all mandatory requirements outlined in the ITB, including but not limited to the following:

- **Live Scan Background Checks:** All personnel assigned to this contract will successfully clear Live Scan background checks prior to beginning work. AZTEC maintains a reserve pool of pre-screened personnel to prevent service disruptions due to staffing changes.
- **Uniforms and Identification:** All staff will wear clean, professional uniforms with company identification and display City-approved photo identification badges at all times while on site.

- **Communication Requirements:** Assigned supervisors and on-site leads will be fluent in written and verbal English, ensuring clear communication with City representatives.
- **Green Cleaning Compliance:** All chemicals will meet Green Seal, EPA, and Environmental Choice standards. Safety Data Sheets (SDS) and product certifications will be submitted prior to contract start and maintained on site in accordance with OSHA and ITB requirements.
- **Staffing and Supervision:** AZTEC will assign a working supervisor on each site at all times when services are being performed and have adequate working personnel capable of completing all the ITB specifications.
- **Personal Protective Equipment (PPE):** All personnel will wear required PPE at all times, including non-slip closed-toe footwear, long pants, gloves, and protective eyewear, as applicable.
- **Safety Training:** All staff will receive required safety training in compliance with Cal/OSHA Title 8, Sections 3203, 1926.59, and 5193, including Injury and Illness Prevention, Hazard Communication, and Bloodborne Pathogens.
- **Availability and Response:** A Project Supervisor will be available Monday through Friday, 7:00 a.m. to 5:00 p.m. for contract-related matters. Emergency janitorial services will be available 24 hours per day, 7 days per week, with management responding within 15 minutes and corrective actions completed within four (4) hours, as required by the ITB.

AZTEC's business practices encompassing strict compliance with clients requirements and full regulatory adherence, positions our team as a **low-risk, highly qualified contractor** capable of not only meeting but exceeding all janitorial requirements for the City of San Diego Environmental Services Departments.

FINANCIAL STABILITY AND EQUIPMENT OWNERSHIP

AZTEC owns all of its equipment and is fully insured and bonded. We are financially stable and fully capable of meeting all ITB requirements. Alongside strong working capital, we maintain a \$450,000 open line of credit with Wells Fargo ensuring support for operational demands and continual growth.



EQUIPMENT CAPACITY

General Janitorial Equipment	Quantity	Condition
Eco-Friendly CRI Green Label Backpack Vacuums	100+	Excellent <i>(2023 or newer)</i>
Eco-Friendly Color Coated Dust & Cleaning Rags	1200	Excellent
Eco-Friendly Wave Mop Bucket	100+	Excellent
Eco-Friendly Color Coated Mops	500+	Very Good
Squeegees	110	Very Good
Dust Mops	180	Very Good
Angle Brooms	400	Very Good
Push Brooms	80	Excellent
Scrub Brushes	200	Excellent
Doodlebug Hi Pro Pads	200	Excellent
Wet/Dry Vacuums	80	Excellent <i>(2023 or newer)</i>
Janitorial Caddy's Bags	100	Excellent
Dilution Chemical System 5 gal. containers	50+	Excellent
Industry Spray Bottles with Labels	500	Excellent
Doodlebug Pad Holders	4	Very Good
"Caution" Wet Floor Signs	200+	Very Good
"Closed" for Cleaning Door Pole	50+	Very Good
Floor and Carpet Care		
Heavy Duty Water Absorbers	30	Excellent
Dual Speed Buffers	30	Good
Turbo Dryers	20	Very Good
Wind Handlers	50	Good
Hot Water Mobile Steam Carpet Extractor	10	Very Good
"Side by Side" Carpet Cleaners	20	Good
High Pressure Carpet Cleaners	10	Excellent
Power Washing Equipment		
75ft Heavy Duty Power Hoses	50	Very Good
200 Gallon Pressure Washer	40	Very Good
Hydro-Tek Pro Mobile Wash Skid 3000 psi 16HP (990 lbs.)	20	Very Good
Hotsy Triplex Portable Pressure Washer Model 965SS 3000 psi (450 lbs.) with filtration and recollection system	20	Very Good
Window Cleaning Equipment		
30ft Extension Pole Window Wiper/Cleaner	30	Very Good
Reverse Osmosis Spot Free Tanks	20	Very Good
Professional Grade Squeegees	40	Very Good
Trucks		
Ford Van with Tailgate Lift	7	Very Good
Ford F-150 Trucks	100	Very Good
Ford Ranger	3	Good
Ford Transit	15	Very Good
Other Equipment		
Billy Goat Multi vac Sweeper Model Gsv 190 (35 lbs.)	2	Very Good
Contained Collection Units "Storm Water Prevention"	1	Very Good

RELEVANT EXPERIENCE AND REFERENCES

AGENCY	INSPECTOR NAME	CONTRACT PERIOD	SERVICES PROVIDED
Otay Water District	Kent Payne	2022 – Current	General Custodial Service
Mira Costa College – Technology Campus	Sharron	2022 – Current	General Custodial Services
Mira Costa College – CLC	Roger Wallace	2022 – Current	General Custodial Services
Mira Costa College	Roger Wallace	2021 – Current	General Custodial Services
City of Temecula	Stacy Fox	2022 – Current	General Custodial Service
City of Temecula	Stacy Fox	2016 – 2021	General Custodial Service
SANDAG – Tolling Station La Media	Brian Escobar	2022 – Current	General Custodial Service
SANDAG – Tolling Station La Media	Brian Escobar	2018 – 2021	General Custodial Service
SANDAG – Santa Fe	Kathleen Rosenkoetter	2018 – 2021	General Custodial Service
SANDAG – Santa Fe	Kathleen Rosenkoetter	2022 – 2023	General Custodial Service
City of Santee	Chris Myers	2020 – Current	General Custodial Service
San Diego Unified Port District	Daniel Toscano	2015 – 2020	Pressure Washing
San Diego Unified Port District	Daniel Toscano	2013 – 2016	General Custodial Service
San Diego Unified Port District	Daniel Toscano	2010 – 2013	General Custodial Service
San Diego Unified Port District	Daniel Toscano	2020 – Current	Pressure Washing
San Diego Unified Port District	Daniel Toscano	2018 – Current	Landscape Maintenance
San Diego Housing Commission	Cole Curry	2021 – Current	General Custodial Service
Descanso Ranger District	Jeff Jung	2021 – Current	General Custodial Service
The Wheat Group	Linda Senger	2019 – Current	General Custodial Services
Iris Gardens West HOA	Adriana Ladd	2019 – Current	General Custodial Services
KRA – North County EDD	Sylvia Contreras	2018 – Current	General Custodial Service
KRA – South County EDD	Sylvia Contreras	2018 – Current	General Custodial Service
KRA – South Metro EDD	Sylvia Contreras	2018 – Current	General Custodial Service
SP+ (San Diego County International Airport)	Nicole Thomas	2018 – Current	General Custodial Services
St. Pius X Church	Father Higinio	2018 – Current	General Custodial Services
Village Town Homes HOA	Jenny Julian	2018 – Current	General Custodial Services
Villa Grigio HOA	Jenny Julian	2018 – Current	General Custodial Services
Trevi Villa HOA	Santina Sandoval	2017 – Current	General Custodial Services

North County Transit District	Adan Renteria	2016 – Current	General Custodial Service
San Diego State University	Donna Stewart	2017 – Current	Power Washing
Alliant University	Jose Garcia	2012 – Current	General Custodial / Landscape Maintenance
Abacor, Inc.	Danny Smith Jr.	2002 – Current	General Custodial Services
City of Coronado Historic Society	Christine Stokes	2020 – Current	General Custodial Services
City of Oceanside	Mark Garlock	2020 – 2024	General Custodial Service
City of Oceanside	Allan Mc Neil	2007 – 2010	General Custodial Service
City of Murrieta	Jason Morrell	2016 – 2021	General Custodial Service

STATEMENT OF METHODOLOGY

AZTEC has reviewed Invitation to Bid (ITB) No. 10090096-26-R – Janitorial Services at Various Environmental Services Department (ESD) Facilities and Landfill and fully understands the requirements to provide complete janitorial services for multiple City of San Diego Environmental Services Department facilities, including Ridgehaven, Environmental Services Operations Station, and Miramar Landfill. Services will be performed in accordance with the required service schedules, hours of operation, task frequencies, staffing, security, and performance standards established by the City and as directed by the City’s Technical Representative or designee.

Our team will perform all janitorial activities using defined cleaning methods, trained personnel, commercial-grade equipment, City-approved materials, and documented supervision, consistent with the Statement of Methodology requirements. Services will be delivered in accordance with the required facility-specific schedules, task frequencies, and cleaning standards, including daily, weekly, monthly, and City-directed discretionary tasks.

Start-Up and Contract Alignment

Upon Notice of Award, AZTEC will initiate a structured start-up process to ensure full compliance with contract requirements. This process includes verification and confirmation of:

- Facility layouts, service areas, and cleaning zones by ESD facility group
- High-traffic, operational, and priority areas requiring enhanced attention
- Required service schedules and task frequencies per site
- Live Scan background clearance for all janitorial staff prior to assignment
- Site-specific staffing levels and supervision assignments
- Approved green-certified chemicals, materials, and consumables
- Janitor’s Cleaning Checklists, sign-in/sign-out logs, and inspection documentation
- Emergency and non-emergency response procedures
- ISO-14001 Environmental Management System awareness and participation requirements

Staffing, Supervision, and Continuity

AZTEC will provide a dedicated Project Supervisor who will oversee staffing, quality control and assist City with any coordination. The project will be staffed with working Supervisors who will be present during service hours to ensure all work is performed in accordance with ITB specifications.

AZTEC will assign continuously trained janitorial personnel, supported by a pre-cleared “on-call” reserve staffing pool to ensure continuity of service during employee onboarding, absences, vacations and PTO.

Personnel Assignment and Staffing

AZTEC will staff this project with a dedicated core team supported by reserve personnel to prevent service disruption at any time.

- Project Manager – 1 (overall contract oversight and City coordination)
- Project Supervisor – 1 (contract-wide supervision and quality control)
- On-Site Working Supervisors – 2 (assigned to ensure on-site supervision during all service hours)
- Janitorial Staff – 3 (assigned by facility and service schedule)
- On-Call Emergency Response Staff (24/7) – 5
- Transition Team – 2 (startup and staffing continuity support)
- Warehouse Material Manager – 1
- Equipment Support Technicians – 2
- Specialized Floor and Power-Washing Technicians – 3

AZTEC staffing structure ensures sufficient and timely coverage

Staffing Approach

Team	Location / Stop	Service Type	Days	Service Hours	Staff Assigned	Total Daily Hours	Notes
CONTRACT-WIDE	All Facilities	Contract Oversight	Monday – Friday	Business Hours 8:00 AM – 4:30 PM	1 Project Manager		Overall contract administration, City coordination, escalation point
CONTRACT-WIDE	All Facilities	Contract Oversight	Monday – Friday	Business Hours 8:00 AM – 4:30 PM	1 Project Supervisor		Performance monitoring, inspections, quality assurance, compliance
Team A – Stop 1	Ridgehaven	Night Janitorial	Monday – Friday	4:30 PM – 8:30 PM	1 Working Supervisor 2 Janitors	12 hours	Nightly service
Team A – Stop 2	Environmental Services Operations Station	Night Janitorial	Monday – Friday	9:30 PM – 11:00 PM	1 Working Supervisor 2 Janitors	6 hours	Nightly service
Team B – Stop 1	Fee Booth Facility + Entrance	Day Janitorial	Monday – Friday	6:30 AM – 7:30 AM	1 Working Supervisor 1 Janitor	1 hour	Morning service 1 st stop

Team B – Stop 2	Household Hazardous Waste, Transfer Facility	Day Janitorial	Monday – Friday	7:30 AM – 8:30 AM (M,T,TH,F) 7:30 AM – 8:00 AM (WED)	1 Working Supervisor 1 Janitor	1.5 hours	Morning Service
Team B – Stop 3	Household Hazardous Waste	Day Janitorial	Monday – Friday	8:00 AM – 8:30 AM	1 Working Supervisor 1 Janitorial	1 hour	HHW porter service (1x/week on WED)
Team B – Stop 4	Disposal Operations	Day Janitorial	Monday - Saturday	8:30 AM – 10:00 AM	1 Working Supervisor 1 Janitor	1.5 hours	Disposal operations support
Team B – Stop 5	Field Operations	Day Janitorial	Monday – Saturday	10:00 AM – 10:45 AM	1 Working Supervisor	0.75 hours	2 Trailers
Team B – Stop 6	Environmental Porter Service	Day Porter	Monday – Friday	11:00 AM – 12:00 PM	1 Working Supervisor 1 Janitor	1 hour	–




Labor Distribution and Staffing Plan:

Team	Facility / Stop	Address	Position(s) Assigned	Staff Count	Shift	Days	Service Hours	Daily Labor Hours
Team A	Ridgehaven	9601 Ridgehaven Court, San Diego, CA 92123	Working Supervisor (1) Janitorial Staff (2)	3	Night	Mon–Fri	4:30 PM – 8:30 PM	12
Team A	Environmental Services Operations Station	8353 Miramar Place, San Diego, CA 92121	Working Supervisor (1) Janitorial Staff (2)	3	Night	Mon–Fri	9:00 PM – 11:00 PM	6
Team B	Miramar Landfill	5180 Convoy Street, San Diego, CA 92111	Working Supervisor (1) Janitorial Staff (1)	2	Day	Mon–Fri	Day Shift (as scheduled)	5 1/2 - 5.75
Team B	Environmental Services Operations Station (Porter Coverage)	8353 Miramar Place, San Diego, CA 92121	Working Supervisor (1) Janitorial Staff (1)	2	Day	Mon–Fri	Day Shift (as scheduled)	1

Cleaning Methods, Equipment, and Materials-

All equipment assigned to this contract is commercial-grade, task-specific, and maintained through AZTEC's on-site mechanic and maintenance facility at our Lemon Grove headquarters. Equipment is selected to meet the operational, safety, and performance requirements of the ITB and is maintained in safe working condition at all times.

AZTEC will maintain dedicated, fully equipped janitorial equipment sets at each service location, ensuring no sharing of critical equipment between sites and uninterrupted service delivery. Each of the following facilities will have its own complete, contract-dedicated equipment inventory:

-  **Ridgehaven** – 9601 Ridgehaven Court, San Diego, CA 92123
-  **Environmental Services Operations Station** – 8353 Miramar Place, San Diego, CA 92121
-  **Miramar Landfill** – 5180 Convoy Street, San Diego, CA 92111

Contract-Dedicated Equipment Includes:

- Commercial-grade, power-lifting, silent ProTeam HEPA-filtered backpack vacuums, compliant with ITB requirements
- Color-coded microfiber cleaning systems, including flat mops and microfiber cleaning cloths, to prevent cross-contamination
- Green Seal and EPA Safer Choice (DfE)-certified cleaning agents, pre-approved by the City
- Wave water-saving mopping system
- Fully equipped janitorial carts with integrated storage for tools and supplies
- Mops, mop heads, and mop buckets
- Brooms and dust pans
- Expandable/high-reach dusters
- Step stools and ladders for safe access to fixtures, vents, and lights within allowable reach
- Trash can and dolly combinations
- Trash dump truck / collection cart
- Small detail brushes for fixtures, grout, and equipment
- Wet/dry vacuum for spill response and restroom/utility area servicing
- Spray bottles with proper labeling in compliance with hazard communication requirements
- Safety Data Sheet (SDS) binders maintained at each work site

All contractor-provided chemicals will be pre-approved by the City, stored and handled in full compliance with Cal/OSHA requirements, and removed from City facilities at the end of each work shift, as required.

Certified Green Cleaning Products

AZTEC anticipates to use the following green seal cleaning products for the day to day sanitation and cleaning of your facilities.

Alpha- HP Multi-Surface Cleaner- all in one cleaner

Maravilloso- floor cleaner

Crew Bathroom Cleaner & Scale Remover

Environmental and Safety Compliance

AZTEC will perform all services in compliance with Cal/OSHA safety regulations, PPE requirements, and the City's ISO-14001 Environmental Management System, including pollution prevention, waste minimization, recycling, and environmental issue reporting. Documented employee awareness training will be maintained and provided to the City upon request.

Response Times and Communication

AZTEC will maintain availability during normal business hours and will meet all ITB response requirements, including:

- **Emergency calls:** response within **15 minutes** and resolution within **4 hours**
- **Non-emergency issues:** response within **1 hour** and correction by the next business day unless otherwise directed

Security, Uniforms, and Identification

All personnel will wear clean, distinguishing AZTEC uniforms, proper footwear, and required PPE. Photo identification badges will be displayed at all times while on City property. Keys, access cards, and badges will be strictly controlled and managed in full compliance with City security procedures.

STAFFING PLAN AND PROCEDURES

AZTEC’s management team brings over 150 years of cumulative experience planning, supervising, and delivering professional janitorial services for municipal, industrial, and environmentally regulated facilities, including landfill and operations environments comparable in size, complexity, and security requirements to those identified in this ITB. All assigned personnel are trained to maintain high standards of cleanliness, safety, security awareness, environmental compliance, and professional conduct.

AZTEC is committed to assigning qualified, reliable, and Live Scan–cleared personnel to all Environmental Services Department (ESD) facilities, including Ridgehaven, Environmental Services Operations Station, and Miramar Landfill. All staff assigned to this contract will successfully complete Live Scan background checks prior to being granted site access, in strict compliance with ITB requirements. AZTEC maintains a reserve pool of pre-cleared personnel to ensure continuity of service during onboarding or staff transitions.

Staffing Model for ESD Facilities and Landfill Operations

To ensure consistent service quality, operational familiarity, and compliance with site-specific requirements, AZTEC assigns dedicated teams supported by experienced supervisory staff. Staffing levels are adjusted by facility group, service schedule, and operational conditions.

Role	Schedule	Responsibilities
Project Manager	Available during business hours	Overall contract oversight; performance management; compliance monitoring; quality assurance; ensuring City satisfaction throughout the contract term
Account Manager	Available during business hours	Overall contract oversight, City coordination, staff coordination, performance management, compliance monitoring, quality assurance, documentation, and client satisfaction – Day-to-Day contact for the City, weekly inspections.
Site Supervisor(s)	Present during service hours	On-site during daily service to lead and coordinate janitorial staff; ensures completion of daily tasks; performs quality

Role	Schedule	Responsibilities
		control inspections; resolves issues in real time; reports to the Account Manager; and ensures compliance with contract requirements.
Janitorial Staff	Per Exhibit B schedules	Performance of all daily, weekly, monthly, and City-directed discretionary cleaning tasks. Works together with Working Supervisor
Response Personnel	As needed, 24/7	Emergency sanitation, spill response, biohazard cleanup, and staff coverage
Specialized Floor Care Technicians	As needed	Carpet extraction, stripping, waxing, buffing, and specialty floor services
Transition Team	Start-up phase only	Phase-in support, initial deep cleaning if required, staff familiarization, and stabilization of services
Safety Manager (Corporate)	Throughout the duration of the contract; available during normal business hours and as needed for incidents	<ul style="list-style-type: none"> • Conduct regular safety training and field safety audits • Maintain OSHA Hazard Communication Program and chemical safety compliance • Review incidents, near-misses, and corrective actions • Oversees PPE standards, enforcement, and corrective actions
Warehouse / Materials Manager	Throughout the duration of the contract; available during normal business hours	Manages inventory, storage, and distribution of contract-dedicated equipment, supplies, and chemicals; ensures availability of approved materials at all sites; tracks usage and replenishment; maintains SDS documentation; coordinates deliveries to Ridgehaven, Environmental Services Operations Station, and Miramar Landfill to prevent service disruptions.

Role	Schedule	Responsibilities
Mechanics / Equipment Maintenance Support	Throughout the duration of the contract; on-call as needed	Provides preventive maintenance and repair of contract-assigned janitorial equipment; conducts inspections to ensure equipment is safe and operational; removes defective equipment from service immediately; supports rapid repair or replacement to avoid downtime; maintains maintenance records in support of contract compliance.

This staffing structure ensures adequate supervision, uninterrupted coverage, and rapid response across all ESD facilities.

Training and Quality Assurance

AZTEC provides ongoing training throughout employment, including initial onboarding and recurring safety and operations training, to ensure full compliance with City, State, and ITB requirements.

Initial Training Includes:

- Facility-specific orientation and workflow familiarization
- Live Scan clearance verification and security procedures
- SDS and chemical handling safety
- Bloodborne Pathogen precautions
- Floor care protocols for tile, vinyl, rubber, and carpeted surfaces
- Commercial equipment operation (HEPA-filtered vacuums and machinery)
- Emergency response procedures, including spills, waste incidents, and biohazard conditions
- Environmental awareness training aligned with ISO-14001 Environmental Management System

Ongoing / Recurring Training:

- Regular safety briefings and task-specific refreshers
- Updates on regulatory, environmental, and procedural requirements
- Reinforcement of quality standards and inspection results

Written training certifications are maintained and provided to the City as required.

Personnel Standards and Compliance

All AZTEC personnel assigned to this contract will:

- Wear company-issued uniforms and photo identification badges at all times while onsite
- Maintain professional appearance, conduct, and confidentiality
- Use only City-approved, green-certified cleaning chemicals in accordance with EPA / DfE guidelines
- Comply with Cal/OSHA safety regulations, PPE requirements, and site-specific safety rules
- Support and comply with the City's ISO-14001 Environmental Management System, including waste minimization, recycling, and environmental issue reporting

AZTEC recognizes that janitorial personnel at ESD facilities and landfill operations are high-visibility representatives interacting within active municipal and industrial environments. Accordingly, AZTEC enforces strict personnel standards, proactive supervision, and continuous training to ensure safe, compliant, and reliable service delivery throughout the contract term.

KEY PERSONNEL AND QUALIFICATIONS

Over 100 years of cumulative experience in managing similar contracts; here is a summary of the experience and qualifications of the managers and project supervisors who comprise our proposed team for this project.

Genaro Garcia – CFO Executive Budget Oversight

Mr. Garcia brings over **35 years of leadership experience** in directing quality control programs and implementing operational systems on projects comparable in size and complexity to this one. For this contract, he will ensure AZTEC maintains high performance standards by overseeing management teams responsible for staffing, training, safety, and service delivery.

Mr. Garcia will conduct quarterly managerial production meetings to evaluate key performance indicators, progress toward goals, safety adherence, customer feedback, and budget alignment. His leadership philosophy is hands-on; he maintains continuous involvement in service quality and remains accessible to the City for communication or issue resolution. A detailed resume is provided.



Marcy Grismer – Operations Manager

Mrs. Grismer has over **26 years of experience** managing janitorial and facility maintenance contracts, currently overseeing more than **2 million square feet** of service area annually. Her expertise includes operational planning, quality control implementation, budgeting, and team supervision.

She conducts routine site walkthroughs to verify contract compliance, consistent service delivery, and adherence to safety requirements. Mrs. Grismer holds a **Bachelor's Degree in Business Management** from San Diego State University and is an active member of ISSA, CMM, CACM, and other industry networks. She successfully led AZTEC through **CIMS Certification**, demonstrating our commitment to industry-leading standards.

For this project, she will monitor overall performance, support the Project Supervisor, develop routes, and ensure full contract compliance. She will also serve as the primary point of contact for contractual matters.



Susana Michel – Office Manager

Ms. Michel oversees AZTEC's day-to-day administrative operations and provides direct leadership to all office-based personnel supporting this contract. With extensive experience in office management, workflow coordination, and administrative controls, she ensures that proposal preparation, invoicing, payroll processing, compliance documentation, and internal communications are completed accurately and on schedule. Ms. Michel maintains organized administrative systems, supports cross-departmental coordination, and ensures that the office operates efficiently to meet contract requirements. Her strong leadership, attention to detail, and operational oversight contribute significantly to AZTEC's ability to deliver consistent, high-quality service to the City.



Mr. Beltran – Human Resource Manager

As AZTEC's newly appointed Human Resource Manager, Mr. Beltran strengthens our administrative and staffing capabilities. He ensures this contract remains fully staffed with qualified, reliable personnel and oversees employee retention strategies to promote workforce stability.

With extensive knowledge in labor law, compliance, HR operations, and benefits administration, he supports both internal staff and contract needs. His resume is included for reference.



Rafael Aguilar – Safety Manager

Mr. Aguilar oversees AZTEC's companywide safety program and ensures strict adherence to OSHA, CAL/OSHA, and site-specific safety requirements. He develops and implements safety protocols, provides training on PPE, SDS, chemical handling, and injury/illness prevention, and conducts routine safety audits to maintain hazard-free environments.

His proactive approach, documentation accuracy, and commitment to continuous improvement support safe, compliant operations throughout the duration of this contract.



Mrs. Amaro – Project Supervisor

Mrs. Amaro brings extensive hands-on janitorial and supervisory experience. Her strengths include team leadership, multi-shift oversight, and contract compliance across Grade A commercial buildings. She ensures consistent quality service, timely task completion, and effective communication between AZTEC and the City. Her operational expertise makes her a key field leader for this project.



Eduardo Valenzuela – Certified Floor Technician

Mr. Valenzuela has **18 years of professional floor care experience**, specializing in stripping, waxing, buffing, scrubbing, and carpet cleaning. He is skilled in evaluating floor conditions, training crews, and executing detailed procedures that restore and preserve floor surfaces.



Known for exceptional results even on challenging stains he ensures all floor care performed under this contract meets industry standards and City expectations. His resume is attached.

Airam Solis – Receptionist / Administrative Support

Ms. Solis brings strong administrative and customer-service skills that support daily operations. She handles front-office communication, visitor coordination, document routing, and internal staff notifications. Her organizational abilities and attention to detail contribute to smooth administrative flow, effective communication, and consistent contract support.



Erika Sanchez – Prevailing Wage & Certified Payroll Administrator

Ms. Sanchez manages AZTEC’s prevailing wage and certified payroll compliance, ensuring all labor reporting meets state and federal requirements. She prepares, reviews, and submits certified payroll records, verifies classifications, and maintains meticulous compliance documentation. Her accuracy and understanding of DIR standards help ensure full contract compliance and protect the integrity of all payroll reporting.



Elizabeth Salazar – Administrative Assistant (Proposals & Invoicing)

Ms. Salazar supports contract administration by preparing proposal documents and processing accurate, timely invoices. She ensures all submissions meet formatting and compliance requirements and coordinates with management to verify information. Her dependability and attention to detail support efficient, error-free administrative workflows for this contract.



Ronnie Elenes – Back-Office Support Specialist

Ms. Elenes provides essential behind-the-scenes administrative and technical support to ensure smooth contract operations. She manages internal documentation, supports DMV-related and compliance tasks, and coordinates information needed by both field and office teams. Although she does not interface directly with the City, her accuracy, organization, and reliability contribute significantly to the contract's overall efficiency and performance.



RESUMES

M/G Marcy
Grismer
 VP OF OPERATIONS

 619-464-3303
 Marcy@azteclandscaping.com
 San Diego / CA

ABOUT ME

*Vice-President of Operations
 for Aztec Janitorial
 Since 1998*

Deliver quality, consistent, and efficient janitorial services through planning and evaluating projects through means of each Team Leader and Member.

STRENGTHS

- Contract Management
- Pro-Active
- Responsive
- Industry and Product Savvy
- Strong Communicator
- Honest
- Organized
- Bilingual- Spanish

EDUCATION

Bachelors of Science emphasize in Management
San Diego State University

CERTIFICATES

*Certified in Carpet Care
 Certificate holder in Hard Floor Care*

EXPERIENCE

Vice-President of Operations

Aztec Janitorial / San Diego, CA / 1998 - Present

Currently manages over 75 employees, nine (9) Account Managers, oversees production of the Janitorial Division including quality assurance programs, recruiting, interviews, assures on-going training seminars, evaluates Management leaders and janitorial maintenance team members, manage inventory of supplies, materials and equipment, meets and communicates regularly with clients, promotes a safe and high moral work team, makes herself available to clients at all times

- Recognized leader with ability to prioritize, coordinate and direct multiple tasks, ensuring accuracy and contract compliance.
- Extensive experience with State, Federal, Municipal contracts.
- Knowledge of crew productive, efficient and safety procedures.
- Working knowledge of treating and caring for carpet and hard floors.
- Warehousing, production control, quality control, and inventory control.
- Fundamental knowledge in repair and maintenance of small janitorial equipment: vacuums, wet/dry vacuums, side-by-side floor machines, carpet extractors.
- Knowledge of Nobles and Windsor equipment.
- Extensive knowledge in estimating/bidding procedures.
- Manage over 100 active accounts.
- Manage over 75 full-time employees.

E / B**Eleazar
Beltran**

HUMAN RESOURCE MANAGER



619-464-3303



Ebeltran@azteclandscaping.com



San Diego / CA

ABOUT ME

*Human Resource Manager
for Aztec Janitorial*

Since 2021

A Human Resource Professional with 9+ years of experience assisting with and fulfilling organization staffing needs and requirements. My goal is to use my communication and organization skills to achieve the HR initiatives of the company.

STRENGTHS

- Recruitment and selection skills
- Workforce planning and conflict management
- Employee experience expertise
- Communication skills
- Active listening
- HR reporting skills
- Bilingual- Spanish

EDUCATION

- Boise State University, Boise ID
- Bachelor of Business Administration
- Human Resource Management

EXPERIENCE

Human Resource Manager

Aztec Janitorial / San Diego, CA / 2021 - Present

- Assist with the internal hiring process by posting, recruiting and select employees to fill vacant positions along with the appropriate supervisor
- Planning and monitoring hire and onboarding of the new hire
- Consult and advise on labor issues with Executive Team
- Establish and maintain department records and reports
- Analyze and modify compensation and benefits policies to establish competitive programs to ensure compliance with federal and state regulations
- Established a performance management system that improved employee engagement and productivity

M/A Mariel Amaro

PROJECT SUPERVISOR

 619-464-3303
 Mariel@azteclandscaping.com
 Lemon Grove / CA

ABOUT ME

Project Supervisor

To implement, manage and provide reliable and reputable quality workmanship in janitorial services by overseeing work performance and schedules with team members, provide customer service to clients by being responsive and uphold open channels of communication.

STRENGTHS

- Responsive
- Pro-Active
- Industry and Product Savvy
- Strong Communicator
- Honest
- Organized
- Bilingual- Spanish

EXPERIENCE

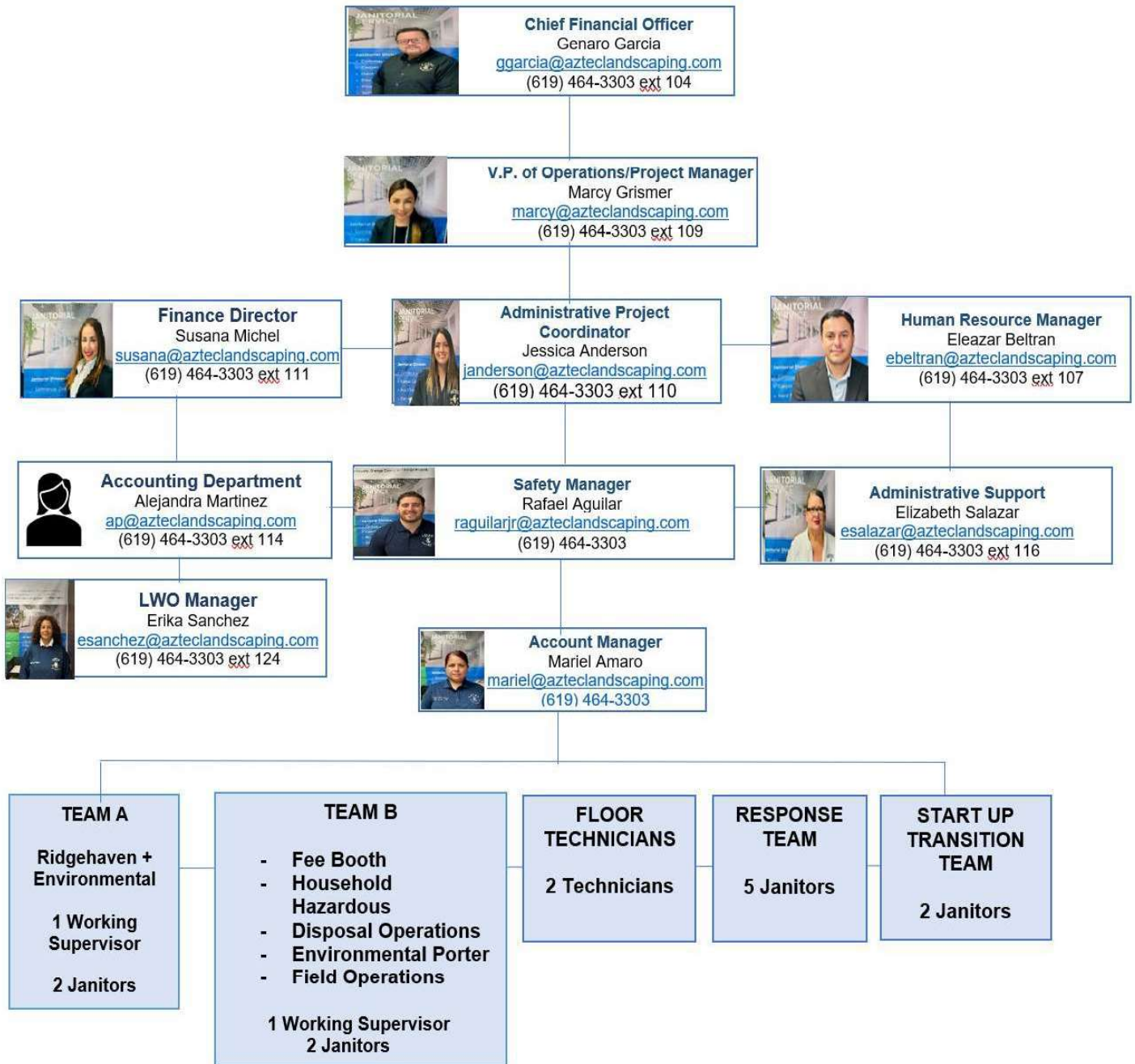
Project Supervisor

Aztec Janitorial / 2022 - Present

Extensive knowledge and hands-on experience on professional cleaning practices. Effective leadership traits to oversee janitorial teams to ensure a high standard of quality workmanship, timely performance and contract requirements are met.

- Over 5 years of hands-on janitorial experience including being responsible for cleaning and sanitizing professional Grade A buildings.
- Over 5 years' experience supervising and managing team members of 35 plus janitorial crew members with different shifts, routes and responsibilities.
- Familiar with holding bi-weekly team safety meetings and supervising the implementation, managing and enforcing topics discussed.
- Scheduling and assuring daily and periodicals tasks are performed on time and with attention to detail.
- Coordination ability to oversee the day-to-day and periodical workmanship.
- Experience to perform through quality control inspections and tracking plus making necessary corrections and plans to correct or adjust work performance to get favorable high stand results.
- Schedule corrective action accordingly.
- Highly trained on safety of the work place and cleaning practices including spray bottle labeling, proper use of cleaning agents per labeling recommendations and directions, storage organization, SDS books, wet floor signage use, BMPs practices, Blood Born Pathogens.

PRIMARY STAFF ORGANIZATIONAL CHART



STAFFING, RETENTION, AND PERSONNEL MANAGEMENT APPROACH

AZTEC's staffing and personnel management approach is designed to meet the Environmental Services Department's strict operational, security, and continuity requirements while delivering consistent, high-quality janitorial services across all assigned ESD facilities. Our approach emphasizes low turnover, trained personnel, security compliance, and uninterrupted coverage, in direct alignment with Exhibit B staffing, supervision, and background-check mandates
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For this Contract, AZTEC will assign dedicated janitorial personnel by facility group, supported by a qualified on-site Supervisor, an Account/Project Manager, and a pre-cleared reserve staffing pool to ensure continuous service without disruption throughout the contract term.

Recruitment, Vetting, and Onboarding

AZTEC utilizes a structured recruitment and onboarding process that ensures all janitorial personnel are qualified, reliable, and compliant prior to assignment, consistent with Exhibit B requirements:

- **Pre-screening interviews** verifying reliability, availability, transportation stability, and custodial experience.
- **Employment history and reference verification** to confirm job stability and performance history.
- **In-person interviews** evaluating professionalism, communication skills, and ability to meet City facility expectations.
- **Fit-for-work assessment** to confirm physical capability to safely perform assigned janitorial duties.
- **Live Scan background clearance** for all janitorial staff, supervisors, management, and reserve personnel, in full compliance with Exhibit B, Section D security requirements.
- **Issuance of contractor-provided photo identification badges**, worn at all times while on City property.
- **Site-specific orientation and walkthroughs** prior to independent deployment, ensuring familiarity with facility layouts, security procedures, and task expectations.

This process ensures only **fully cleared, trained, and contract-ready personnel** are assigned to ESD facilities.

Supervision, Coverage, and Staffing Continuity

To comply with Exhibit B supervision and staffing continuity requirements, AZTEC implements the following controls:

- **On-site supervisory oversight** during service hours, with supervisors trained in City procedures, security protocols, and quality assurance.
- **Dedicated Project Supervisor** responsible for daily oversight, inspection follow-ups, staffing coordination, and compliance reporting.
- **Trained reserve staffing pool** consisting of Live-Scan-cleared personnel to cover vacations, illness, emergencies, or turnover without service interruption.
- **Consistent shift assignments** to promote site familiarity, efficiency, and accountability.
- **Proactive coaching and performance monitoring** to reinforce cleaning standards and contract compliance.

This structure ensures the City’s requirement for adequate staffing during background-check processing periods is met and eliminates service gaps due to personnel changes,

Staff Retention & Turnover Stability

AZTEC maintains a stable, experienced janitorial workforce to support consistent service delivery and long-term site familiarity at City facilities. Our staffing approach emphasizes employee retention, continuity of assignments, and experienced supervision to minimize disruption and ensure reliable daily performance.

Staffing Category	Industry Benchmark Turnover	AZTEC Average Turnover	Operational Benefit
Janitorial Field Staff	65–100%	18%	Reduced retraining and consistent cleaning results.
Supervisory Personnel	30–45%	<10%	Stable oversight and strong quality control.
Lead / Day Porter Staff	40–65%	12%	Increased site familiarity and daily accountability.

How AZTEC Maintains Low Turnover

AZTEC achieves long-term workforce stability through:

- **Dedicated site assignments** that allow employees to build familiarity with facility layouts and expectations.
- **Consistent supervision and coaching**, reinforcing performance standards and accountability.
- **Predictable schedules** that support work-life balance and reduce attrition.
- **A trained reserve staffing pool** to ensure seamless coverage during absences or staffing transitions.
- **Structured onboarding and site-specific training** that prepares employees before independent assignment.

Many AZTEC employees have over **10 years of continuous service**, contributing to dependable staffing, strong institutional knowledge, and uninterrupted janitorial services throughout the contract term.

Continuity Assurance

AZTEC's staffing model ensures uninterrupted janitorial services through:

- Advance background-cleared reserve staffing
- Supervisor-led scheduling oversight
- Immediate replacement capability without service disruption
- Ongoing compliance with City reporting and personnel notification requirements

This approach provides the City with a secure, stable, and professionally managed workforce fully aligned with the ITB's staffing, training, security, and retention requirements.

EMPLOYEE PREPAREDNESS & APPEARANCE

AZTEC maintains strict standards for employee professionalism, training, conduct, and appearance to ensure a safe, secure, and consistent service environment across all Environmental Services Department (ESD) facilities, including Ridgehaven, Environmental Services Operations Station, and Miramar Landfill.

All janitorial personnel assigned to this Contract will successfully pass Live Scan background checks prior to assignment and will display City-approved photo identification badges at all times while on City property. No personnel will be permitted site access until all security requirements are fully satisfied, consistent with the Staffing Plan and Technical Approach.



Training and Preparedness

Prior to assignment, each employee receives site-specific and task-specific training aligned with Exhibit B and AZTEC’s Statement of Methodology, including:

- Facility orientation, access control, and security procedures
- Required cleaning tasks, service frequencies, and quality expectations
- Cal/OSHA safety requirements, SDS compliance, and hazard communication
- Proper use of Personal Protective Equipment (PPE)
- Bloodborne Pathogens and sanitation protocols
- Chemical labeling, dilution control, and safe handling procedures
- Injury and Illness Prevention Program (IIPP) compliance
- Safe operation of commercial-grade, HEPA-filtered equipment
- Environmental awareness in support of the City’s ISO-14001 Environmental Management System



Training certifications are documented and maintained and are available to the City upon request.

Uniform, Appearance, and Conduct Standards

All personnel are required to wear clean, company-issued uniforms throughout each shift, including:

- Company-branded shirt or top
- Long work pants (no shorts permitted)
- Closed-toe, non-slip safety footwear
- Disposable gloves and required PPE when performing cleaning or disinfecting tasks

Personnel assigned to landfill or operational facilities will comply with all site-specific safety and PPE requirements.



Supervision and Compliance Monitoring

Employee appearance, hygiene, conduct, and task compliance are monitored daily by AZTEC's Site Supervisors and management staff. Any non-compliance is addressed immediately through corrective action, retraining, or removal from the site as necessary.

AZTEC's emphasis on preparedness, professional appearance, and active supervision ensures that assigned personnel consistently represent the City appropriately while delivering safe, compliant, and reliable janitorial services throughout the contract term.

RESPONSIVENESS AND RELIABILITY

Client communication, rapid response, and issue resolution are central to AZTEC’s custodial management approach for the City of San Diego Environmental Services Department (ESD) facilities, including Ridgehaven, Environmental Services Operations Station, and Miramar Landfill. AZTEC will assign a dedicated Account Manager and Site Supervisors who will serve as the primary points of contact for the City’s Technical Representative. These individuals will have full authority to deploy personnel, authorize corrective actions, and ensure contract compliance across all facilities and service schedules.

In accordance with the ITB’s communication and response requirements, AZTEC’s supervisory team will coordinate and enforce the following standards:

Requirement	AZTEC Compliance Commitment
Emergency Response Calls	Supervisor or manager will respond within 15 minutes , with all corrective actions completed within 4 hours , in compliance with ITB emergency service requirements.
Non-Emergency Requests	Supervisor or manager will acknowledge within 1 hour ; corrective action completed by the next business day , unless otherwise directed by the City.
Daily & Shift Coordination	Janitorial personnel will sign in/out using City-provided logs and complete required Janitor’s Cleaning Checklists for each shift.
Security Requirements	Only Live Scan-cleared personnel with visible photo ID badges will access City facilities. No unauthorized individuals permitted.
24/7 Availability	AZTEC will maintain round-the-clock response capability , including nights, weekends, and City-observed holidays, as applicable by site.

All communication, instructions, and documentation will be maintained in clear, written form to ensure accountability and traceability. This includes issue logs, sign-in/sign-out sheets, Janitor’s Cleaning Checklists, SDS documentation, equipment records, and inspection reports. AZTEC will ensure ongoing compliance with Cal/OSHA and OSHA regulations, green product standards, SDS requirements, PPE usage, and the City’s ISO-14001 Environmental Management System.

To support effective communication and documentation, all supervisors and lead personnel are equipped with cellular phones and trained to document conditions

using photographs when appropriate to support issue tracking, verification of corrective action, and communication with the City.

By combining a dedicated supervisory presence, defined response times, and a structured quality control framework, AZTEC ensures consistent service delivery, rapid resolution of concerns, and continuous facility readiness across all ESD sites, including landfill operations.

Professional appearance and conduct are monitored daily in person by Site Supervisors and through AZTEC's digital timekeeping and reporting systems, which are reviewed by management to ensure compliance with contract requirements.

Worksite Conduct, Photos, and Reporting Procedures

AZTEC personnel are trained to conduct themselves in a focused, courteous, and trustworthy manner at all times, particularly in secure and operational environments such as landfill facilities. To ensure accountability and contract compliance, each staff member will adhere to the following procedures:

- Sign in and sign out using the designated City log at the start and end of each shift
- Sign in and out daily using AZTEC's electronic time-stamp and photo reporting system
- Complete Daily, Weekly, and Monthly Cleaning Checklists in accordance with Exhibit B
- Document supply replenishment needs and work-order notifications to the Site Supervisor
- Immediately report facility concerns, safety hazards, spills, or maintenance issues using AZTEC's Building Condition Reporting Form, which is submitted to the City by the next business day
- No unauthorized personnel, guests, subcontractors, or visitors are permitted at any time

Background Check and Staffing Continuity Strategy

Continuity Requirement	AZTEC Operational Practice	Result for the City
Live Scan Clearance	All staff cleared prior to assignment; documentation maintained and updated.	Full compliance with City security requirements.
Reserve Pool of Cleared Staff	Live Scan–approved reserve personnel available for immediate coverage.	Prevents service disruption during absences or onboarding.
Dedicated Site Supervisors	Onsite supervision during service hours at each facility group.	Direct accountability and consistent quality.
24/7 Response Capability	Supervisor and Account Manager available at all times.	Rapid response for urgent or emergency needs.
On-Site Leads (as applicable)	Lead personnel assigned to ensure task completion and compliance.	Continuous quality assurance.

AZTEC reinforces professionalism through consistent supervision, clear communication, documented procedures, and reliable response, ensuring dependable janitorial services throughout the full term of the ESD Facilities and Landfill contract.

EMPLOYEE BENEFITS

AZTEC is committed to providing a comprehensive and supportive work environment that promotes employee wellbeing, growth, and long-term stability. In addition to our medical, dental, PTO, retirement, and incentive programs, AZTEC offers a wide range of supplemental benefits designed to strengthen workforce performance and retention. These include remote work opportunities for key administrative personnel, on-the-job training and skill development led by experienced supervisors and licensed instructors, and company-paid certifications and specialized training programs in areas such as floor stripping and waxing, carpet care, chemical dilution and safe mixing and safety compliance.



To further support employees, AZTEC provides modified work schedules when appropriate, helping team members manage family responsibilities while maintaining strong attendance. These benefits reinforce our commitment to employee development, job satisfaction, and retention, directly contributing to dependable staffing, improved service quality, and long-term contract performance.

BENEFIT	DESCRIPTION	VALUE TO THE CITY
Paid Time Off (PTO)	<ul style="list-style-type: none"> • 88 hours PTO annually (0.04418/hr worked) • Usable for holidays, sick leave, vacation, and personal needs 	Supports attendance reliability and staffing continuity
Healthcare Coverage (MediExcel Medical Plan)	<ul style="list-style-type: none"> • Cross-border medical insurance • \$0 deductible; low copays for visits, labs, imaging • Prescriptions from \$5-\$20 • Company pays 50% of base plan; dependents may enroll 	Promotes employee health, retention, and productivity
Dental Coverage (MediExcel Dental D200)	<ul style="list-style-type: none"> • Preventive care (exams, cleanings) • Low-cost dental services for basic & 	Improves wellness, reduces medical leave, increases employee satisfaction

	<ul style="list-style-type: none"> major care • Affordable premiums for EE / EE+1 / EE+2 • Access to MediExcel dental network and Excel Hospital dental center 	
Maternity Leave	<ul style="list-style-type: none"> • Paid maternity leave for qualifying employees • Flexibility for appointments and transition back to work 	Supports family stability and reduces employee turnover
Flexible Work-From-Home Options	<ul style="list-style-type: none"> • Remote work for key admin/management staff • Enhances work-life balance and productivity 	Improves retention of critical roles and ensures operational continuity
Performance & Safety Bonuses	<ul style="list-style-type: none"> • Biweekly incentives for safety and exceptional performance • Rewards strong inspections, productivity, and extra duties 	Encourages high performance and a safety-focused workforce
Employee Appreciation & Engagement	<ul style="list-style-type: none"> • Carne Asada celebrations • Monthly/quarterly safety raffles • Annual celebrations with awards, gifts, seniority bonuses • Significant annual company investment 	Strengthens morale, teamwork, and a positive workplace culture
Training & Professional Development	<ul style="list-style-type: none"> • Company-paid certifications (Irrigation, QAC/QAL, Safety) • On-site licensed trainers • Paid training time 	Ensures a highly trained workforce that meets City performance standards

Internal Advancement Opportunities	<ul style="list-style-type: none"> • Promotion-first culture for supervisors & technical staff 	Builds workforce stability and preserves institutional knowledge
Retirement Benefits	<ul style="list-style-type: none"> • Voluntary 401(k) retirement plan 	Supports long-term employee retention and financial security
Additional Supportive Benefits	<ul style="list-style-type: none"> • Remote work options for key employees • On-the-job training & skill development • Company-paid specialized courses & certifications • Modified schedules supporting work-life balance • Strong communication and employee support culture 	Ensures dependable service delivery, consistent quality, and reliable staffing

QUALITY CONTROL MANAGEMENT PROGRAM

AZTEC's Quality Control Management Program is a multi-step, continuous system designed to ensure consistent, compliant, and high-quality janitorial services at all assigned facilities. The program provides clear procedures for inspection, communication, corrective action, and documentation to maintain professional standards, uninterrupted service, and timely issue resolution.

Our Quality Control Plan defines who performs inspections, how often inspections occur, how deficiencies are corrected and documented, and how accountability is maintained to prevent issues before they affect service quality. This approach promotes proactive supervision, effective reporting, and continuous performance improvement.

Quality Team

Quality control begins with staffing. All personnel assigned to this contract are selected based on qualifications that support consistency, reliability, and professionalism.

All potential employees must meet the following minimum criteria:

- Three (3) positive reference checks
- At least three (3) consecutive years of commercial janitorial experience
- Verified compliance with all applicable State and Federal employment requirements
- Ability to successfully pass Live Scan background clearance, as required
- Demonstrated motivation, reliability, and positive work ethic

Quality Control Management Roles

- **Project Manager** – Provides overall quality oversight, ensures compliance with contract requirements, conducts periodic unannounced inspections, and serves as the escalation point for service issues.
 - **Project Supervisor** – Directs daily operations, verifies safety procedures, responds to City requests, and conducts scheduled weekly inspections.
 - **Site Lead / Crew Lead** – Oversees custodial staff daily, verifies task completion, confirms staff check-in and check-out, reports facility issues, and monitors daily service quality.
 - **Custodial Staff** – Perform assigned cleaning tasks in accordance with established procedures, safety requirements, and quality expectations.
-

Responsibility & Communication

Quality responsibility is shared across the Project Manager, Safety Coordinator, Project Supervisor, Crew Leads, Floor Technicians, and custodial staff. Each role is trained to ensure full compliance with assigned duties and service standards.

To maintain seamless coordination between management and on-site personnel, AZTEC utilizes a real-time communication platform that enables:

- Instant messaging between management, supervisors, and custodial staff
- Verification of staff arrival, shift completion, and task progress
- Immediate transmission of City service requests or instructions
- Photo and video documentation of completed work or observed conditions
- Rapid deployment of backup personnel when needed

This system ensures expectations, priorities, and corrective actions are communicated quickly and accurately, supporting uninterrupted service.

Inspections

The Project Supervisor conducts regular weekly inspections and is responsible for addressing all day-to-day service corrections. Inspections are completed using two methods:

Spot Checks

Spot checks are performed during active service through walk-through inspections. Any deficiencies identified are corrected immediately or scheduled for the next service visit, as appropriate.

Checklist Inspections

Checklist inspections are conducted after service completion. Inspections are documented using checklists supported by photos and include the inspection date and scheduled reinspection date. The Project Supervisor performs follow-up inspections to verify corrective action and workmanship.

Completed corrective items are routinely re-inspected to ensure sustained compliance with quality expectations.

Client Communication

AZTEC maintains clear and direct communication with the City:

- **Primary Contact** – The Project Supervisor serves as the daily point of coordination and oversees day-to-day quality.

- **Escalation Contact** – The Project Manager addresses escalated concerns and oversees overall quality performance.
- **Routine Updates** – Inspection results, completed work, and observed conditions are communicated through Building Reports.
- **Emergency Response** – The Project Supervisor or Project Manager responds to emergency service requests within **15 minutes** and deploys staff as required.

City feedback is reviewed promptly and incorporated into daily instructions and performance oversight.

Inspection Protocols

Quality control inspections occur throughout each service shift:

- **Start-of-Shift** – Verification that staffing, supplies, equipment, uniforms, and PPE are in place.
 - **In-Process Inspections** – Crew Leads confirm safe work practices and service quality during cleaning.
 - **End-of-Shift Checks** – Final verification that daily cleaning standards are met and facilities are secured upon exit.
-

Safety Integration

Safety is embedded into all quality control activities:

- CAL/OSHA–required training completed prior to site assignment
 - Ongoing SDS and PPE training reinforcement
 - Supervisor–led safety briefings and tailgate meetings
 - Immediate reporting of hazards, vandalism, or unusual conditions through documented Building Reports
-

Quality Control Reporting

All quality control activities are documented and available to the City:

1. **Supervisor Inspection Reports** – Routine inspections with immediate correction of deficiencies and documented follow-up when needed.
2. **Building Reports** – Submitted when damage, vandalism, or unusual conditions are observed, supported by photo documentation.
3. **Floor Care Reports** – Provide task-specific instructions and document completion, observations, and any incidents.

Building Reports are automatically emailed the following business day.



FACILITY: _____
 SUPERVISOR: _____
 DATE: _____

QUARTERLY FLOOR CARE WORK ORDER / TA #

PLACE: _____ CONTRACT (S): _____
 ADDRESS: _____ CONTRACT (1): _____
 CONTRACT (2): _____

DESCRIPTION OF WORK AND INSTRUCTIONS CARPET FLOOR OTHER

PRECAUTIONS AND ALERTS

DAY 1	CREW	SCHEDULED TIME		COMMENTS
		ST./HRS	ACTUAL	
LEAD (1)				
WORKER (2)				
WORKER (3)				
WORKER (4)				
WORKER (5)				
DAY 2				
LEAD (1)				
WORKER (2)				
WORKER (3)				
WORKER (4)				
WORKER (5)				
DAY 3				
LEAD (1)				
WORKER (2)				
WORKER (3)				
WORKER (4)				
WORKER (5)				
TOTAL				

EQUIPMENT INSTRUCTIONS:

VEHICLE INSTRUCTION:

DUTY SUPERVISOR 619-571-6909

TO REPORT NON-EMERGENCY AFTER HOUR REPORTS- DAMAGES, DEFECTS, LEAKS, POWER OUTAGE, GRAFFITI

 SUPERVISOR DATE

Floor Care Task Form

MOBILE TIME TRACKING: ON TIME AND ACCOUNTABILITY

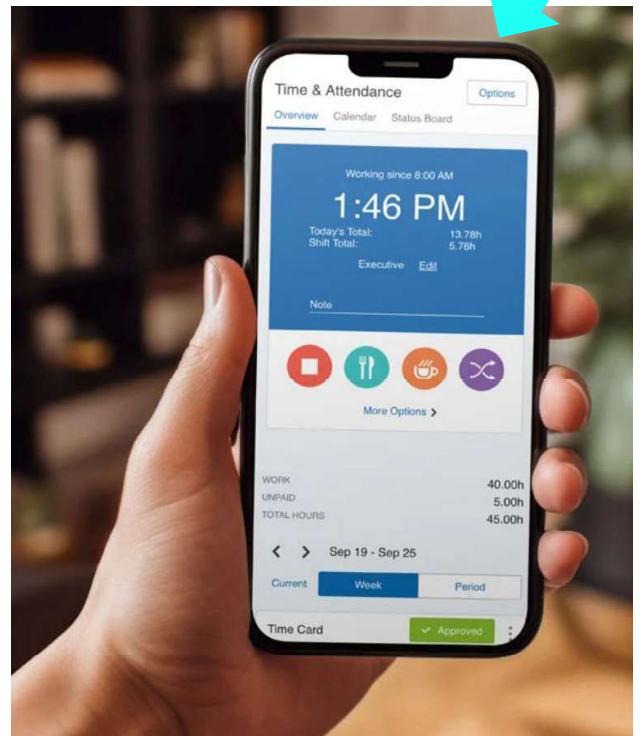
AZTEC stays on time and OnTrack. Our janitorial team uses the Paychex mobile time tracking app, *IRIS*. This advanced system allows us to track time accurately, verify staff locations through geofencing, and maintain compliance ensuring our management teams always knows your facility is serviced consistently on time.

WHY WE USE THE MOBILE APP

- Geofencing Tracking: Confirms staff clock in and out at the right job site.
- Touchless Verification: Facial recognition and mobile authentication reduce the spread of germs.
- Offline Capability: Records punches even without internet and uploads when reconnected.
- Multilingual Interface: Supports both English and Spanish for ease of use.

BENEFITS FOR OUR CLIENTS

- Reliable Attendance Tracking: Confirms staff are on-site and on-time.
- Improved Accountability: Prevents 'buddy-punching' and time fraud.
- Secure Data: Encrypted records ensure privacy and compliance.
- Real-Time Visibility: Integrated with our scheduling system for instant updates.
- Verifies when our team is in your building and when they have exited.



HOW IT WORKS

Our janitorial staff use their smartphones to clock in and out via the Paychex mobile app. The system instantly verifies their identity, records the time and GPS location, and sends the data securely to our scheduling platform. Even in low-connectivity areas, the system functions flawlessly and uploads data once a connection is available.

TRAINING AND SAFETY STANDARDS

AZTEC's training and safety program is built around consistency, accountability, and workforce retention to support reliable janitorial services at Environmental Services Department facilities. Our personnel are trained to work safely and professionally in active, public-facing environments where City staff, visitors, and operational conditions may vary throughout the day.

Each employee completes 8–12 hours of safety and skill-based training annually, reinforced through daily supervision, field coaching, and refresher instruction. This layered approach ensures safety practices, cleaning standards, and reporting procedures are consistently applied across all assigned facilities.

Core Safety & Performance Training

To protect City staff, the public, and our employees, AZTEC's training program focuses on:

- Workplace safety protocols and hazard communication
- Proper selection and use of Personal Protective Equipment (PPE)
- Bloodborne pathogen awareness and response procedures
- Chemical handling, spill response, and hazardous material awareness
- Green cleaning methods and environmentally responsible practices
- Restroom sanitation and cross-contamination prevention
- Quality control inspections and reporting procedures
- Problem identification, escalation, and corrective action protocols

Training is delivered through:

- Supervisor-led field demonstrations
- Tailgate safety meetings and refresher sessions
- Companywide training updates and safety briefings

Pre-Assignment Training Requirements

All employees assigned to this contract complete the following training prior to performing services:

- **Site-specific orientation**, including access procedures, security requirements, key control, sign-in/sign-out, and reporting protocols
- **Task-specific training** covering restrooms, offices, public areas, breakrooms, floors, and common spaces
- **Equipment training**, including backpack vacuums, auto scrubbers, floor machines, and microfiber color-coded systems

- **Green cleaning procedures** consistent with City environmental expectations
- **CAL/OSHA compliance training**, including:
 - Safety Data Sheets (SDS) and chemical handling
 - Bloodborne pathogens
 - Personal Protective Equipment
 - Injury and Illness Prevention Program (IIPP)
 - Slip, trip, and fall prevention

Training records are maintained for all personnel and are available to the City prior to assignment. Refresher training is conducted regularly and as needed.

Trained Reporting & Compliance Standards

AZTEC reinforces training through structured reporting and documentation, including:

- Daily task checklists aligned with daily, weekly, and monthly service requirements
- Weekly supervisory inspections and ongoing performance reviews
- Corrective actions addressed by the next business day or sooner when required
- Documentation through inspection logs, communication reports, and photo or video verification
- Job-specific safety checklists and PPE sign-offs
- SDS awareness and chemical handling acknowledgments
- Bloodborne pathogen training acknowledgments
- Tailgate safety meeting sign-in sheets
- Supervisor safety leadership guidelines
- Code of Safe Practices review and acknowledgment

This documentation ensures accountability, traceability, and consistent compliance across all service shifts.

Commitment to Service Excellence

AZTEC's training and safety standards ensure every team member has the knowledge, tools, and support necessary to perform their duties safely, efficiently, and to a high professional standard. This structured approach reduces risk, supports workforce stability, and promotes a safe working environment for City facilities throughout the contract term.

ANNUAL & MONTHLY SAFETY WORK TRAINING MATRIX

Employee Name	Position Title	TWIC / Security	Equipment Handling	Chemical Handling	LEED Practices	Govt Regulations	PPE / Safety	Bloodborne Pathogens	First Aid	Restroom Cleaning	Floor & Carpet	QC & Problem Solving	Bi-weekly Tailgate	Customer Relations	Specialized Tasks
EMPLOYEE	Project Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Quality Controller	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Safety Coordinator	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Power Wash / Graffiti	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Power Wash / Graffiti	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Janitorial Team	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Janitorial Team	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Janitorial Team	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Janitorial Team	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Janitorial Team	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Janitorial Team	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Power Wash / Graffiti	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Janitorial Team	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Janitorial Team	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Janitorial Team	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Janitorial Team	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Janitorial Team	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Janitorial Team	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Janitorial Team	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
EMPLOYEE	Janitorial Team	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

SERVICE CONTINUITY AND STRIKE CONTINGENCY PLAN

AZTEC recognizes the critical importance of maintaining uninterrupted janitorial services at Environmental Services Department facilities. Our contingency plan is designed to address routine and unexpected staffing disruptions—such as illness, PTO, emergencies, or short-notice absences—without any reduction in service quality, scope, or schedule.

This plan is built on prevention, rapid response, supervisory oversight, and pre-cleared reserve staffing to ensure seamless continuity of operations.

1. Preventive Measures

AZTEC emphasizes proactive workforce management to minimize service disruptions:

- **Pre-Hire Screening and Stability Review**
Employment history, attendance reliability, and performance consistency are evaluated during hiring to support long-term staffing stability.
- **Clear Expectations and Site Orientation**
Personnel receive clear instruction on work standards, attendance requirements, conduct expectations, and facility procedures during onboarding and site orientation.
- **Ongoing Supervision and Engagement**
The Project Supervisor monitors workload balance, performance consistency, and morale to identify potential issues early and address them before they impact service delivery.

2. Immediate Response & Coverage Procedures

When a staffing disruption is identified or anticipated, AZTEC implements the following response protocol:

1. **Immediate Notification and Escalation**
The Project Supervisor promptly notifies the Project Manager and initiates coverage planning.
2. **Reserve Staffing Deployment**
AZTEC maintains a **trained reserve pool of up to five (5) employees** available for immediate deployment to this contract to prevent any service gaps.
3. **Live Scan-Cleared Personnel**
All reserve staff designated for this contract have already completed required **Live Scan background clearance**, allowing them to work onsite without delay.

4. **On-Site Supervisor Oversight**

The Supervisor arrives onsite as needed to:

- Brief replacement staff on cleaning scope and priorities
- Verify sign-in/sign-out procedures and security requirements
- Ensure continuity of cleaning standards and site protocols

5. **Task Verification and Reporting**

The Site Lead or Supervisor verifies completion of required tasks prior to shift conclusion and reports outcomes through established quality control and communication channels.

This process ensures daily cleaning requirements and performance standards are fully met, even during staffing changes.

Assurance of Service Continuity

Through proactive workforce management, supervisory oversight, and a Live Scan-cleared reserve staffing pool, AZTEC ensures reliable, uninterrupted janitorial services throughout the contract term. This layered contingency approach allows AZTEC to respond quickly to staffing challenges while maintaining consistent quality, security, and compliance at all assigned facilities.

PHASE-IN AND TRANSITION PLAN

AZTEC is committed to ensuring a seamless, non-disruptive transition upon contract award for all Environmental Services Department (ESD) facilities, including Ridgehaven, Environmental Services Operations Station, and Miramar Landfill. AZTEC's phase-in approach is structured, flexible, and responsive to City direction, ensuring full operational readiness by the City-approved start date.

Phase-In Approach

AZTEC's phase-in process begins immediately upon receipt of the Notice of Intent to Award. Planning activities are initiated in advance of the effective start date to ensure that staffing, supervision, equipment, materials, and compliance requirements are fully in place prior to the commencement of services.

Key planning activities include:

- Verification of facility requirements by ESD site and service group
- Staffing assignments and reserve coverage planning
- Equipment and material staging
- Compliance documentation preparation
- Coordination with the City's Technical Representative

Transition Staffing Support

In addition to the permanently assigned janitorial staff, AZTEC will deploy a dedicated transition team to support start-up activities. This team will assist with:

- Familiarization with site layouts and cleaning standards
- Completion of initial deep or corrective cleaning, if required
- Minimizing the learning curve during the initial service period
- Ensuring all Exhibit B tasks are fully implemented from Day One

The transition team will phase out once operations stabilize and the permanent crews demonstrate full compliance with contract requirements.

Phase-In Schedule of Events

<i>Phase</i>	<i>Day 0</i>	<i>Days 1-2</i>	<i>Post-Award</i>	<i>Days 3-10</i>	<i>Pre-Service Start</i>	<i>Start-Up</i>	<i>Ongoing</i>
<i>Notice of Intent to Award</i>	•						
<i>Contract Review & Start-Up Planning</i>		•					
<i>Assign Account Manager & Site Supervisors</i>		•					
<i>Submit Insurance, Forms & SDS</i>			•				
<i>Personnel Selection & Conditional Assignment</i>			•				
<i>Live Scan Background Checks Initiated</i>			•				
<i>Equipment Selection, Inspection & Staging</i>				•			
<i>Develop Site Schedules & Annual Task Calendar</i>					•		
<i>Kick-Off Meeting with City</i>					•		
<i>Safety, Site Orientation & ISO-14001 Training</i>					•		
<i>Initial Walk-Throughs with City</i>					•		
<i>Transition Team Support</i>						•	
<i>Transition to Steady-State Operations</i>						•	
<i>City Feedback & Performance Review</i>							•

Compliance and Readiness

AZTEC recognizes that Live Scan background checks may require several weeks to complete. To prevent service delays, AZTEC will maintain a pool of pre-cleared personnel and schedule background checks immediately upon award. No personnel will be assigned to City facilities until background clearance and badge requirements are fully satisfied.

All equipment will be commercial-grade, HEPA-filtered, and in proper working condition prior to use. All green-certified cleaning products, SDS documentation, and safety materials will be approved and available before services commence.

Transition Completion

Upon completion of the phase-in period, AZTEC will formally transition responsibility to the permanent janitorial crews and supervisors, with continued oversight by the Account Manager. AZTEC will request City feedback to confirm service satisfaction and make any immediate adjustments necessary to maintain full compliance with ITB requirements.

WHAT SETS AZTEC APART

1. Family Owned, 50+ Years of Excellence

Founded in 1971, Aztec Landscaping, Inc. dba Aztec Janitorial is a **Minority family-owned company** that has proudly served Southern California for over five decades. Our commitment to our clients and dedication to doing things the right way set us apart in an industry where reliability and trust are essential. AZTEC started with an immigrant coming to the States, not knowing English. He came with a hunger to make a living and leave a 3rd world county filled with poverty.

2. AZTEC is ISSA CIMS CERTIFIED With Honors: The Highest Level of Recognition

“CIMS Certified with Honors” is reserved for organizations that **exceeds in business and industry compliance** across every category. Fewer than 1% of janitorial companies achieve this elite distinction, *placing AZTEC among the top tier of service providers nationwide.*

Why This Matters for Our Clients

- **Reliability** – Proven, standardized systems ensure consistent and dependable service.
- **Accountability** – Independent audits confirm our compliance and performance.
- **Sustainability** – Assures our Green cleaning practices protect health and the indoor cleaning environment we service .
- **Safety & Compliance** – Strict adherence to OSHA, ANSI, and environmental regulations are verified.
- **Client Confidence** – A guarantee that our operations meet the industry's highest standards.

3. **GUARANTEED** to be on time through our geofencing electronic mobile check in, check out system



Having undergone a comprehensive assessment of its management structure and green cleaning operations by an independent accredited CIMS-GB Assessor

Aztec Janitorial Service

is hereby certified with honors to the ISSA Cleaning Industry Management Standard Green Building Criteria, Advanced by Global Biorisk Advisory Council

and has successfully demonstrated a commitment to the delivery of environmental preferable services designed to meet customer needs and expectations

This certification expires

May 11, 2026


John H. Barrett ISSA Executive Director


Brant Inzero Senior Director of Education, Training, Certification & Standards

GREEN CLEANING APPROACH, EQUIPMENT, MEMBERSHIPS & PUBLICATIONS

CLEANING INDUSTRY MEMBERSHIPS

	<p>Leadership in Energy & Environmental Design (LEED) LEED, or Leadership in Energy & Environmental Design, is a green building certification program that recognizes best-in-class building strategies and practices. To receive LEED certification, building projects satisfy prerequisites and earn points to achieve different levels of certification.</p> <p>AZTEC's program can assist your facility towards LEED certification for Building Operations & Maintenance.</p>
	<p>CRI Seal of Approval Only the best products can pass the CRI Seal of Approval testing and certification program. Products that pass these rigorous standards have proven cleaning effectiveness and a clear competitive advantage.</p> <p>AZTEC invests in CRI vacuum cleaners that are proposed to be used in your facilities for this project.</p>
	<p>Cleaning Industry Management Standard (CIMS) CIMS (GB = Green Building Certified) Very few companies in California carry this certification and fewer are CIMS-GB (Green Building). Only a CIMS-certified organization can say that an independent third-party assessor has performed an assessment of their systems, processes, and policies and assure they have instituted the management framework required by CIMS and demanded by those individuals responsible for selecting a cleaning service provider.</p> <p>AZTEC is one of the few companies in Southern California with this certification.</p>
	<p>The Worldwide Cleaning Industry Association (ISSA) The leading trade association for the cleaning industry worldwide. ISSA is dedicated to promoting cleaning as a valuable investment in human health and the environment. The association is a central resource for industry information, professional standards, education and industry innovations.</p> <p>AZTEC has been an active member and clients benefit from the knowledge that its team gets from this worldwide leader in the cleaning industry.</p>
	<p>Leadership U.S. Green Building Council (USGBC) - Member USGBC members represent the best organizations from all fields. Members are local and international, big and small, mission and market-driven. They make an impact within their sphere of influence and advance the movement for a more sustainable built environment.</p> <p>AZTEC is a proud member of the U.S. Green Building Council.</p>

AZTEC GREEN & SUSTAINABLE PRODUCTS & EQUIPMENT

At **AZTEC**, sustainability is built into every aspect of our operations. We recognize that professional janitorial services play a direct role in indoor health, environmental responsibility, and long-term facility performance. Our program combines certified products, eco-friendly equipment, and industry-recognized best practices to deliver a clean and sustainable environment for your staff and visitors.




Certified Green Products

- **Green Seal® Certified Products:** Used daily for disinfecting, restroom maintenance, glass, carpet and floor care, and general cleaning. These non toxic-driven agents reduce toxins, improve indoor air quality, and are safer for building occupants.
- **Low-VOC Solutions:** Minimize harmful emissions while maintaining effective sanitation.

Eco-Friendly Equipment & Supplies


- **HEPA-Filtered Vacuums (CRI Seal of Approval):** Capture 99.97% of particles down to 0.3 microns, improving indoor air quality and extending carpet life.

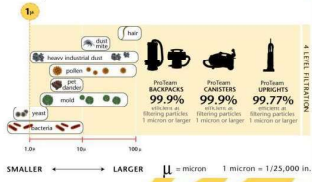




Filtration


- ProTeam vacuums capture soil and safely contain harmful particles
- The improved air quality is the result of ProTeam vacuum's unique Four Level & HEPA Level Filtration system
- A Four Level Filtration system captures 99.9% of particles 1 micron or larger, including hair, pollen, dust mites, bacteria, pet dander and other floating particles—which can cause unhealthy air
- A HEPA Level Filtration system captures 99.97% at .3 microns





4 LEVEL FILTRATION
1 micron = 1/25,000 in.
μ = micron

- Microfiber Cleaning Rags & Mops:** Reduce chemical and water usage, last longer than conventional cleaning rags means less environmental waste due to its durability, color coded to prevent cross-contamination with rags designated for only restroom use, kitchens and general cleaning.




Prevent









Unintentional transfer of pathogens

Training


Your team: the 1st line of defense




Microfiber Color-Coding

Sanitary Appliances	Other Restroom...	General Food	Low Risk Areas
			
 <p style="color: white; font-weight: bold;">Toilets, urinals, floors</p>	 <p style="color: white; font-weight: bold;">Sinks, dryers, door, dispensers, walls</p>	 <p style="color: white; font-weight: bold;">Lunchrooms and food prep areas</p>	 <p style="color: white; font-weight: bold;">Offices, classrooms, common areas</p>


Clean Handling



Clean Equipment




Clean Container




Bagged Microfiber


Disposable System

Some applications might call for disposable equipment






Keep all cleaning equipment clean



Clean microfiber cloths need to be bagged to prevent contamination



Don't return cleaning supplies to dirty containers

- **Complete Wave Bucket Mopping System:** Conserves water by separating clean and dirty water, lowering the number of water changes needed , **SAVING WATER, INCREASING EFFICIENCY AND PROVIDING SUPERIOR SANITATION PRACTICES !**

DIRTY WATER BUCKET

- Separates dirty water from clean water
- Preserves the quality and cleaning power of cleaning solution
- Reduces water and chemical usage
- Helps produce cleaner, less slippery floors
- Divides liquid weight; less lifting power needed when emptying buckets



HOW IT WORKS

Traditionally, wringers release dirty water directly back into the bucket's primary cleaning water.

Rubbermaid's Dirty Water Bucket nests below the WaveBrake® Wringer to collect the dirty water and keep it separate from the cleaning solution.



Sustainable Standards & Industry Inclusion

- **CIMS-GB Certification:** Independent third-party recognition of our sustainable management framework.
- **LEED Support:** Our cleaning program aligns with LEED standards and can help contribute toward facility certification.
- **Active ISSA & USGBC Memberships:** Continuous access to innovations and best custodial practices.

Commitment in Practice

- Ongoing investment in state-of-the-art green equipment.
- Continuous staff training on sustainable practices and chemical-use reduction.
- Lazer focused on cleaning for health first — ensuring safe, productive, and environmentally responsible facilities.



- A measurable reduction in indoor toxin exposure.
- Improved air quality, water and energy savings.
- Assurance your selected Custodial contractor has certified structures and procedures.
- Rest of mind your selected Custodial contractor is capable to perform, understands your custodial scope of work and holds a high tier for customer satisfaction.

THANK YOU



Thank you for the opportunity to submit a proposal. AZTEC is ready and able to provide the City of San Diego with a professional janitorial program !



7980 Lemon Grove Way
Lemon Grove, CA 91945



1-800-281-9909



“Strive towards Excellence One Step at a Time.”



TAB C
COST/PRICE PROPOSAL
+ COMPREHENSIVE COST ANALYSIS

AZTEC JANITORIAL SERVICES

2. Pricing Page

Calculation: * Annual Cost = Estimated Annual Frequency X Unit Cost

SCHEDULE A: RIDGEHAVEN

Section 1: Ridgehaven (Approximately 73,700 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	249	DAY	Daily Tasks, five (5) days per week, Monday through Friday, <u>excluding</u> all City-observed holidays, as specified.	\$265.26/Day	\$66,049.37/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$16.58/Week	\$862.09/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$66.31/Month	\$795.78/Year
Total Section 1:					\$67,707.24/Year

Section 2: As Needed, Extra Cleaning Services with Written Pre-Authorization

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	50	HR	Extra Cleaning Services.	\$33.20/HR	\$1,660.00/Year
Total Section 2:					\$1,660.00/Year

TOTAL ANNUAL COST SCHEDULE A (Section 1-2): \$69,367.24/Year

OTHER SERVICES PERFORMED AT THE DISCRETION OF THE CITY (*Not part of Evaluation*)

Bidders are required to provide pricing for the following tasks which are only to be performed at the discretion of the City and after written pre-authorization by the Technical Representative or City designee. Failure to provide the following pricing may be cause for Bidder’s submittal to be rejected as non-responsive. The pricing in this area is applicable to any/all locations specified in the ITB.

1. At the discretion of the City, the Contractor shall steam clean all carpeted areas within a facility; or any portion of the carpeted areas within a facility based upon a fixed cost per square foot as provided below:

Cost per square foot: \$.18 cents

2. At the discretion of the City, the Contractor shall strip, wax, and buff vinyl, tile, and ceramic flooring areas within a facility; or any portion of the vinyl, tile, and ceramic flooring areas within a facility based upon a fixed cost per square foot as provided below:

Cost per square foot: \$.22 cents.

ITB – Goods, Services, & Consultants
 Revised: November 8, 2016
 OCA Document No. 841661_3

Calculation: * Annual Cost = Estimated Annual Frequency X Unit Cost

SCHEDULE B: MIRAMAR LANDFILL

Section 1: Household Hazardous Waste Transfer Facility

Trailer 1: Administration Facility Number 10333 (Approximately 877 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	254	DAY	Daily Tasks, five (5) days per week, Monday through Friday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$11.27/Day	\$2,863.47/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$2.98/Week	\$155.18/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$5.64/Month	\$67.64/Year
Total Section 1:					\$3,086.29/Year

Section 2: Household Hazardous Waste Transfer Facility

Trailer 2: Restroom/Locker Facility Number 10332 (Approximately 649 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	254	DAY	Daily Tasks, five (5) days per week, Monday through Friday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$16.58/Day	\$4,210.98/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$2.98/Week	\$155.18/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$5.64/Month	\$67.64/Year
Total Section 2:					\$4,433.80/Year

Section 3*: Household Hazardous Waste Transfer Facility

Trailer 3: Mobile Mini Field Office Facility Number 210447 (Approximately 70 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	52	DAY	Daily Tasks, one (1) day per week, Wednesday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$18.06/Day	\$939.12/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$6.81/Week	\$354.12/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$5.64/Month	\$ /Year
Total Section 3:					\$1,293.24/Year

Section 4: Field Operations/Mini-Ops

Trailer 1: Administration Facility Number 10328 North (Approximately 1,334 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$16.58/Day	\$5,073.07/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$5.64/Week	\$293.11/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$14.92/Month	\$179.05/Year
Total Section 4:					\$5,545.23/Year

Section 5: Field Operations/Mini-Ops

Trailer 2: Conference Room/Restroom/Locker Facility Number 10327 East (Approximately 1,334 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$16.58/Day	\$5,073.07/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$4.97/Month	\$59.68/Year
Total Section 5:					\$5,305.17/Year

Section 6: Disposal Operations Facility

Trailer 1: Administration Facility Number 9881 (Approximately 1,357 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$13.26/Day	\$4,058.46/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$5.64/Week	\$293.11/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$33.16/Month	\$397.89/Year
Total Section 6:					\$4,749.45/Year

Section 7: Disposal Operations Facility

Trailer 2: Restroom/Locker – Women Facility Number 9828 (Approximately 720 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$4.97/Day	\$1,521.92/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$2.98/Week	\$155.18/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$2.98/Month	\$35.81/Year
Total Section 7:					\$1,712.91/Year

Section 8: Disposal Operations Facility

Trailer 3: Restroom/Locker – Men Facility Number 9829 (Approximately 720 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$13.26/Day	\$4,058.46/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$2.98/Week	\$155.18/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$2.98/Month	\$35.81/Year
Total Section 8:					\$4,249.44/Year

Section 9: Disposal Operations Facility

Trailer 4: Lunchroom Facility Number 9817 (Approximately 369 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$6.63/Day	\$2,029.23/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$2.98/Week	\$155.18/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$2.98/Month	\$35.81/Year
Total Section 9:					\$2,220.21/Year

Section 10: Disposal Operations Facility

Trailer 5: Engineer's Offices Facility Number 10002 (Approximately 1,357 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$13.26/Day	\$4,058.46/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$5.64/Week	\$293.11/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$5.64/Month	\$67.64/Year
Total Section 10:					\$4,419.21/Year

Section 11: Rental Trailer (subject to change)

Trailer 6: Willscot Rental Trailer #1 (Approximately 440 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$6.63/Day	\$2,029.23/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$2.98/Week	\$155.18/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$2.98/Month	\$35.81/Year
Total Section 11:					\$2,220.21/Year

Section 12: Rental Trailer #1 (subject to change)

Trailer 7: Willscot Rental Trailer #2 (Approximately 440 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$6.63/Day	\$2,029.23/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$2.98/Week	\$155.18/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$2.98/Month	\$35.81/Year
Total Section 12:					\$2,220.21/Year

Section 13: Fee Booth Facility

Trailer 1: Administration Facility Number 9814 North (Approximately 1,357 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$8.29/Day	\$2,536.53/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$8.29/Month	\$99.47/Year
Total Section 13:					\$2,808.42/Year

Section 14: Fee Booth Facility

Trailer 2: Administration Facility Number 9814 South (Approximately 1,357 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$8.29/Day	\$2,536.53/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$3.32/Month	\$39.79/Year
Total Section 14:					\$2,478.74/Year

Section 15: Fee Booth Facility

Trailer 3: Restroom – Men/Women Facility Number 9816 (Approximately 297 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$9.95/Day	\$3,043.84/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$3.32/Month	\$39.79/Year
Total Section 15:					\$3,256.05/Year

Section 16: Fee Booth Facility

Booth 1: Facility Number 10078 (Approximately 171 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$2.98/Day	\$913.15/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$1.66/Month	\$19.89/Year
Total Section 16:					\$1,105.46/Year

Section 17: Fee Booth Facility

Booth 2: Facility Number 10491 (Approximately 110 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$2.98/Day	\$913.15/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$1.66/Month	\$19.89/Year
Total Section 17:					\$1,105.46/Year

Section 18: Fee Booth Facility

Booth 3: Facility Number 10492 (Approximately 110 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$2.98/Day	\$913.15/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$1.66/Month	\$19.89/Year
Total Section 18:					\$1,105.46/Year

Section 19: Fee Booth Facility

Booth 4: Facility Number 10366 (Approximately 110 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$2.98/Day	\$913.15/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$3.32/Week	\$172.42/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$1.66/Month	\$19.89/Year
Total Section 19:					\$1,105.46/Year

Section 20: Entrance Gate Guard Booth

Entrance Gate Guard Booth Facility Number 10493 (Approximately 52 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	306	DAY	Daily Tasks, six (6) days per week, Monday through Saturday, <u>including</u> Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Juneteenth Day, and Veteran's Day, and <u>excluding</u> all other City-observed holidays, as specified.	\$2.98/Day	\$913.15/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$1.66/Week	\$86.21/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$1.66/Month	\$19.89/Year
Total Section 20:					\$1,019.26/Year

Section 21: As Needed, Extra Cleaning Services with Written Pre-Authorization

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	50	HR	Extra Cleaning Services.	\$33.20/HR	\$1,660.00/Year
Total Section 21:					\$1,660.00/Year

TOTAL ANNUAL COST SCHEDULE B (Section 1-21): \$ 59,387.46 /Year

OTHER SERVICES PERFORMED AT THE DISCRETION OF THE CITY *(Not part of Evaluation)*

Bidders are required to provide pricing for the following tasks which are only to be performed at the discretion of the City and after written pre-authorization by the Technical Representative or City designee. Failure to provide the following pricing may be cause for Bidder’s submittal to be rejected as non-responsive. The pricing in this area is applicable to any/all locations specified in the ITB.

1. At the discretion of the City, the Contractor shall deep clean all carpeted areas within a facility; or any portion of the carpeted areas within a facility based upon a fixed cost per square foot as provided below:

Cost per square foot: \$.18 cents.

2. At the discretion of the City, the Contractor shall strip, wax, and buff vinyl, tile, and ceramic flooring areas within a facility; or any portion of the vinyl, tile, and ceramic flooring areas within a facility based upon a fixed cost per square foot as provided below:

Cost per square foot: \$.22 cents.

Calculation: *Annual Cost = Estimated Annual Frequency X Unit Cost

SCHEDULE C: ENVIRONMENTAL SERVICES OPERATIONS STATION

Section 1: Environmental Services Operations Station (Approximately 19,500 sq. ft.)

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	260	DAY	Daily Tasks, five (5) days per week, Monday through Friday, (<u>with</u> Day Porter Service for locker rooms) including Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Juneteenth Day, and Veteran’s Day. For all other City-observed holidays, if the City-observed holiday is Monday through Friday, janitorial services <u>will not</u> be required on the City-observed holiday but <u>will</u> be required on Saturday of the same week, as specified.	\$167.25/Day	\$43,485.94/Year
2.	52	WEEK	Weekly Tasks, one (1) day per week, as specified.	\$16.73/Week	\$869.72/Year
3.	12	MONTHS	Monthly Tasks, as specified.	\$301.06/Month	\$3,612.68/Year
Total Section 1:					\$47,968.34/Year

Section 2: As Needed, Extra Cleaning Services with Written Pre-Authorization

Item No.	Estimated Annual Frequency	U/M	Description	Unit Cost	Annual Cost*
1.	50	HR	Extra Cleaning Services.	\$33.20/HR	\$1,660.00/Year
Total Section 2:					\$1,660.00/Year

TOTAL ANNUAL COST SCHEDULE C (Section 1-2): \$49,628.34/Year

OTHER SERVICES PERFORMED AT THE DISCRETION OF THE CITY (Not part of Evaluation)

Bidders are required to provide pricing for the following tasks which are only to be performed at the discretion of the City and after written pre-authorization by the Technical Representative or City designee. Failure to provide the following pricing may be cause for Bidder’s submittal to be rejected as non-responsive. The pricing in this area is applicable to any/all locations specified in the ITB.

1. At the discretion of the City, the Contractor shall steam clean all carpeted areas within a facility; or any portion of the carpeted areas within a facility based upon a fixed cost per square foot as provided below:

Cost per square foot: \$.18 cents.

2. At the discretion of the City, the Contractor shall strip, wax, and buff vinyl, tile, and ceramic flooring areas within a facility; or any portion of the vinyl, tile, and ceramic flooring areas within a facility based upon a fixed cost per square foot as provided below:

Cost per square foot: \$.22 cents.

ESTIMATED ANNUAL PERFORMANCE BOND FEE

Bidder shall provide an estimated annual performance bond fee per the performance bond requirements as identified in Section T. Performance Bond. The estimated Annual Performance Bond Fee will not be considered as part of the determination of low bid.

ESTIMATED ANNUAL PERFORMANCE BOND FEE	\$3,000.00
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BASIS OF TOTAL AWARD:

Item No.	DESCRIPTION	Annual Cost
1.	TOTAL ANNUAL COST SCHEDULE A (Section 1 - 2):	\$ 69,367.24
2.	TOTAL ANNUAL COST SCHEDULE B (Section 1 - 21):	\$ 59,387.46
3.	TOTAL ANNUAL COST SCHEDULE C (Section 1 - 2):	\$ 49,628.34
4.	TOTAL CONTRACT AMOUNT (BASIS OF AWARD)	\$ 178,383.04

COMPREHENSIVE COST ANALYSIS FOR EACH FACILITY

SITES	Men Hours , Benefith and Burder Labor					
	Men Hour Cost	Annual Manterials	Janitorial Equipment	Transportation Equipment	Overhead	
SCHEDULE A: RIDGEHAVEN						
Section 1: Ridgehaven (Approximately 73,700 sq. ft.)	\$ 33.16	\$ 44,009.70	\$ 3,385.36	\$ 2,031.22	\$ 5,416.58	\$ 3,385.36
SCHEDULE B: MIRAMAR LANDFILL						
Section 1: Household Hazardous Waste Transfer Facility	\$ 33.16	\$ 2,006.08	\$ 154.31	\$ 92.59	\$ 246.90	\$ 154.31
Section 2: Household Hazardous Waste Transfer Facility	\$ 33.16	\$ 2,881.97	\$ 221.69	\$ 133.01	\$ 354.70	\$ 221.69
Section 3: Household Hazardous Waste Transfer	\$ 33.16	\$ 884.50	\$ 68.04	\$ 40.82	\$ 108.86	\$ 68.04
Section 4: Field Operation/ Mini Ops	\$ 33.16	\$ 3,604.40	\$ 277.26	\$ 166.36	\$ 443.62	\$ 277.26
Section 5: Field Operation / Mini-Ops	\$ 33.16	\$ 3,448.36	\$ 265.26	\$ 159.16	\$ 424.41	\$ 265.26
Section 6: Disposal Operation Facility	\$ 33.16	\$ 3,087.14	\$ 237.47	\$ 142.48	\$ 379.96	\$ 237.47
Section 7: Disposal Operation Facility	\$ 33.16	\$ 1,113.39	\$ 85.65	\$ 51.39	\$ 137.03	\$ 85.65
Section 8: Disposal Operation Facility.	\$ 33.16	\$ 2,762.14	\$ 212.47	\$ 127.48	\$ 339.96	\$ 212.47
Section 9 Disposal Operation Facility	\$ 33.16	\$ 1,443.14	\$ 111.01	\$ 66.61	\$ 177.62	\$ 111.01
Section 10 Disposal Operation Facility	\$ 33.16	\$ 2,872.48	\$ 220.96	\$ 132.58	\$ 353.54	\$ 220.96
Section 11: Rental Trailer	\$ 33.16	\$ 1,443.14	\$ 111.01	\$ 66.61	\$ 177.62	\$ 111.01
Section 12: Rental Trailer No. 1	\$ 33.16	\$ 1,443.14	\$ 111.01	\$ 66.61	\$ 177.62	\$ 111.01
Section 13: Fee Booth Facility	\$ 33.16	\$ 1,825.48	\$ 140.42	\$ 84.25	\$ 224.67	\$ 140.42
Section 14: Fee Booth Facility	\$ 33.16	\$ 1,786.68	\$ 137.44	\$ 82.46	\$ 219.90	\$ 137.44
Section 15: Fee Booth Facility	\$ 33.16	\$ 2,116.43	\$ 162.80	\$ 97.68	\$ 260.48	\$ 162.80
Section 16: Fee Booth Facility	\$ 33.16	\$ 731.48	\$ 56.27	\$ 33.76	\$ 90.03	\$ 56.27
Section 17: Fee Booth Facility	\$ 33.16	\$ 718.55	\$ 55.27	\$ 33.16	\$ 88.44	\$ 55.27
Section 18: Face Booth Facility	\$ 33.16	\$ 718.55	\$ 55.27	\$ 33.16	\$ 88.44	\$ 55.27
Section 19: Face Booth Facility	\$ 33.16	\$ 718.55	\$ 55.27	\$ 33.16	\$ 88.44	\$ 55.27
Section 20: Entrance Gate Guard Booth	\$ 33.16	\$ 662.52	\$ 50.96	\$ 30.58	\$ 81.54	\$ 50.96
SCHEDULE C: ENVIRONMENTAL SERVICES						
Section 1: Environmental Services Operation Station	\$ 33.45	\$ 31,179.42	\$ 2,398.42	\$ 1,439.05	\$ 3,837.47	\$ 2,398.42

Description:

Included:

Men Hours , Benefith and Burder Labor

Included: This includes the total hours worked and the full cost of labor, including wages, employee benefits, payroll taxes, insurance and related overhead

Materials:
Janitorial Equipment

Included: Chemicals, Macks, cleaning rapgs brooms mopts
Vacuums Chemical Car Rolling trash can buckets, PPE

Overhead

Included: Supervision , Shop , Livescans, Office support, Celulars, Uniforms

EXHIBIT E
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

Bond Number: 3004531
Premium: \$7,550.00
Premium based on final contract
price is subject to audit

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Aztec Landscaping, Inc., a corporation, as Principal, and
Harco National Insurance Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
Six Hundred Thousand Dollars (\$600,000) for the faithful performance of the annexed contract,
10090096-26-R, Janitorial Services at Various Environmental Services Department Facilities and
Landfill, and in the sum of **Six Hundred Thousand Dollars (\$600,000)** for the benefit of laborers and
materialmen designated below, effective for one (1) year, commencing on EFFECTIVE DATE. Bond shall
be renewed on an annual basis for the life of the contract unless otherwise instructed.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego,
California, then the obligation herein with respect to a faithful performance shall be void; otherwise it
shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for
or performing labor in the execution of this contract, and shall pay all amounts due under the
California Unemployment Insurance Act then the obligation herein with respect to laborers and
materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of
all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants,
(iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the
State of California.

Changes in the terms of the annexed contract or specifications accompanying same or
referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives
notice of same.

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the
provisions of this bond.

The Surety expressly agrees that the City of San Diego may reject any contractor or
subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default
by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified
in the Agreement in the event the City terminates the Principal for default.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Heather Ferbert, City Attorney

By: 

By: 

Print Name: Claudia C. Abarca
Mayor or designee
Director, Purchasing & Contracting

Print Name: R. Scott Sokol
Deputy City Attorney

Date: March 30, 2026

Date: April 9, 2026

CONTRACTOR Aztec Landscaping, Inc.

SURETY Harco National Insurance Company

By: 

By: 
Attorney-In-Fact

Print Name: Susana Michel

Print Name: Cyndi Beilman, Attorney-in-Fact

Date: 3/18/2026

Date: March 17, 2026

2400 East Katella Ave., Ste. 250, Anaheim, CA 92806
Local Address of Surety

(714) 602-9170 ext. 12
Local Phone Number of Surety

\$7,550.00
Premium

3004531
Bond Number

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego }

On March 17, 2026 before me, Jamie Magnussen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

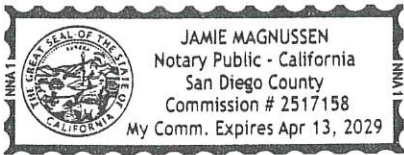
personally appeared Cyndi Beilman
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Jamie Mag
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 3004531

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

REBECCA BRANNAN, JAMIE MAGNUSSEN, CYNDI BEILMAN

La Mesa, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2025



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2025, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, March 17, 2026

Irene Martins, Assistant Secretary



Bill Text: CA AB2374 | 2023-2024 | Regular Session | Introduced California Assembly Bill 2374 (***Prior Session Legislation***)

NOTE: There are more recent revisions of this legislation. Read Latest Draft

Bill Title: Displaced janitors.

Spectrum: Partisan Bill (Democrat 1)

Status: (*Engrossed - Dead*) 2024-08-15 - In committee: Held under submission. [AB2374 Detail]

Download: California-2023-AB2374-Introduced.html

CALIFORNIA LEGISLATURE— 2023–2024 REGULAR SESSION

ASSEMBLY BILL

NO. 2374

Introduced by Assembly Member Haney

February 12, 2024

An act to amend Sections 1060, 1061, and 1062 of the Labor Code, relating to employment.

LEGISLATIVE COUNSEL'S DIGEST

AB 2374, as introduced, Haney. Displaced janitors.

Existing law, the Displaced Janitor Opportunity Act, requires contractors and subcontractors, as defined, that are awarded contracts or subcontracts, on and after January 1, 2002, for janitorial or building maintenance services at a particular job site or sites, to retain, for a period of 60 days, certain employees who were employed at that site by the previous contractor or subcontractor. Under the act, a "contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority. Existing law requires employees retained for that 60-day period to be offered continued employment if their performance during that 60-day period is satisfactory.

This bill would, instead, define the term "contractor" to mean any person that employs janitor employees and that enters into a service contract with the awarding authority. The bill would make related changes to various definitions used in the act.

This bill would extend the above-described timeframe for which a successor contractor or subcontractor is required to retain employees of a terminated contractor or subcontractor to 90 days. The bill would require the successor contractor or subcontractor, during the 90-day transition period, to maintain a preferential hiring list of eligible covered employees by seniority within job classifications. The bill would also require employees retained for the 90-day period to be offered continued employment if their performance during that 90-day period is satisfactory. The bill would require that offer to be contemporaneously shared with the union representing the employees, if applicable.

Among other changes, the bill would require an awarding authority that enters into contracts or subcontracts for janitorial or building services to provide written notification to the union that represents the employees and the employees within 5 days of making the decision to terminate a service contract, and would prescribe specified elements to be included in that notification, including the termination date of the service contract. Additionally, the bill would require a successor contractor or subcontractor to maintain the same work schedules and pay the same wages and benefits as those of the prior contractor or subcontractor. The bill would further provide that a successor contractor would be bound by the collective bargaining agreement of the former contractor.

Existing law authorizes an employee who was not offered employment or was discharged in violation of these provisions to bring an enforcement action against a successor contractor or successor subcontractor in a court of competent jurisdiction. Existing law requires a court to award backpay to an employee if the court finds that the contractor or subcontractor has violated the act, in addition to other specified remedies.

The bill would also authorize a union representing janitors under the act to bring an enforcement action pursuant to these provisions. The bill would require a court to award treble damages for a violation, if it finds that a party's violation of the act was willful. The bill would additionally authorize the Labor Commissioner to enforce these provisions and to recover specified remedies on behalf of an aggrieved employee, including hiring and reinstatement rights. The bill would make an employer, agent of any employer, or other person who violates these provisions subject to specified civil penalties and liquidated damages, and would require the liquidated damages to be deposited into the Labor and Workforce Development Fund and paid to the employee as compensatory damages. The bill would authorize the Labor Commissioner to promulgate and enforce rules and regulations and to issue determinations and interpretations.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1060 of the Labor Code is amended to read:

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs ~~25 or more individuals and~~ *janitor employees and* that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a ~~contractor or subcontractor who works at least 15 hours per week and~~ *contractor, subcontractor, or in house janitorial service* whose primary place of employment is in the State of California under a contract *or agreement* to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service ~~employees~~ *employees, including in-house janitorial services.*

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

(h) "Union" means any union that represents janitors or maintenance workers.

SEC. 2. Section 1061 of the Labor Code is amended to read:

1061. (a) (1) ~~If an An awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor; shall notify in writing the contractor, the union that represents the employees, and the employees within five days of making the decision to terminate a service contract. The notice shall specify the date the service contract shall terminate, the date the successor contractor starts, and the identity and contact information for the successor contractor.~~ The terminated contractor shall, within three working days after receiving that notification, provide to the *representing union and* successor contractor identified by the awarding authority, the name, *phone number*, date of hire, and job classification of each employee *currently* employed at the site or sites covered by the terminated service ~~contract at the time of the contract termination.~~ *contract.*

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall ~~provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that~~ *the name, phone number, date of hire, and job classification of each employee currently employed at the site or sites covered by the terminating service contract to the awarding authority, which shall provide that information to the*

successor contractor and, if the janitors are represented by a union, to that union, as soon as that successor contractor has been selected.

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

(b) (1) A successor contractor or successor subcontractor shall retain, for a ~~60-day~~ 90-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

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

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

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding ~~authority;~~ *authority and to the union representing those employees, if applicable.* These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the ~~60-day~~ 90-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees *by seniority within job classifications,* not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial ~~60-day~~ 90-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the ~~60-day~~ 90-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that ~~60-day~~ 90-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the ~~60-day~~ 90-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

(g) Any successor contractor shall be bound by the collective bargaining agreement of the former contractor.

SEC. 3. Section 1062 of the Labor Code is amended to read:

1062. (a) ~~An~~ *(1) The Labor Commissioner may enforce this chapter, including investigating an alleged violation and ordering appropriate temporary relief to mitigate the violation pending the completion of an investigation or hearing, through the procedures set forth in Section 98.3, 98.7, 98.74, or 1197.1, including by issuing a citation against an employer who violates this section or by filing a civil action.*

(2) The Labor Commissioner may recover any of the following remedies on behalf of an aggrieved employee:

(A) Hiring and reinstatement rights pursuant to this chapter.

(B) Front pay or back pay for each day during which the violation continues.

(C) The value of the benefits the employee would have received under any benefit plans.

(3) A person who violates this chapter may be subject to a civil penalty of five hundred dollars (\$500) for each employee whose rights under these provisions are violated. An additional amount payable as liquidated damages in the amount of five hundred dollars (\$500) per employee, for each day the rights of an employee under this chapter are violated and continuing until the violation is cured, not to exceed ten thousand dollars (\$10,000) per employee, which may be recovered by the Labor Commissioner, deposited into the Labor and Workforce Development Fund, and paid to the employee as compensatory damages.

(4) Citation procedures for issuing, contesting, and enforcing judgments for citations and civil penalties issued by the Labor Commissioner shall be the same as those set forth in Section 98.74 or 1197.1, as appropriate.

(5) In a civil action, the Labor Commissioner may also recover all remedies set forth in subdivision (d). In an administrative or civil action brought under this section, the Labor Commissioner or court shall award interest on all amounts due and unpaid at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code.

(b) A union representing janitors who have not been offered employment or who have been discharged, or an employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor ~~contractor or~~ contractor, successor ~~subcontractor~~ subcontractor, in-house provider, or the awarding authority in any superior court of the State of California having jurisdiction over the ~~successor contractor or successor subcontractor~~ action. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. Upon finding that a party's violation of this chapter was willful, the court shall award treble damages. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

~~(b)~~

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

~~(e)~~

(d) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

~~(d)~~

(e) In the absence of a claim by an employee that ~~he or she was~~ they were terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

(f) The remedies, penalties, and procedures provided under this section are cumulative.

(g) The Labor Commissioner may promulgate and enforce rules and regulations and issue determinations and interpretations consistent with and necessary for the implementation of this section.

ATTACHMENT A

**Environmental Services Department
Janitorial Cleaning Checklist**

Month: JANUARY

Schedule A - Daily Tasks for RIDGEHAVEN

Item No.	Description	Item No.	Description
1	Sweep/Dust Mop Floors	7	Clean Restrooms, Lockers, and Showers
2	Damp Mop and Disinfect Floors	8	Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers
3	Vacuum/Spot Clean Carpeted Floors and Rugs	9	Clean Drinking Fountains, Water Dispensers, Employees Water Stations and Ice Machines
4	Clean Glass, Mirrors, Metal Handrails, Elevator Doors and Walls	10	Clean Kitchen Area/Break Room
5	Empty and Clean Wastebaskets, Waste Receptacles, and Ash Urns	11	Pick-up Litter
6	Empty Recycling Bins	12	Disinfect Highly Used Surfaces

Schedule A - Weekly Tasks for RIDGEHAVEN

Item No.	Description	Item No.	Description
13	Clean Walls, Door Frames, and Jambs	15	Dust
14	Sweep Pedestrian Areas	16	Clean Tables, Chairs, and Countertops

Schedule A - Monthly Tasks for RIDGEHAVEN

Item No.	Description	Item No.	Description
17	Dust Air Diffusers, Grills, Vents, and Filter Houses	20	Vacuum and Spot Clean Fabric Furniture
18	Clean Window Blinds	21	Polish Wood Furniture
19	Clean Lights	22	Clean Refrigerators and Microwaves
Week 1	DAILY TASKS COMPLETED (initial or sign below)	Week 2	DAILY TASKS COMPLETED (initial or sign below)
MON.		MON.	
TUE.		TUE.	
WED.		WED.	
THU.		THU.	
FRI.		FRI.	
SAT.		SAT.	
Week 3	DAILY TASKS COMPLETED	Week 4	DAILY TASKS COMPLETED
MON.		MON.	
TUE.		TUE.	
WED.		WED.	
THU.		THU.	
FRI.		FRI.	
SAT.		SAT.	
Week 5	DAILY TASKS COMPLETED		WEEKLY TASKS COMPLETED
MON.		WEEK 1	
TUE.		WEEK 2	
WED.		WEEK 3	
THU.		WEEK 4	
FRI.		WEEK 5	
SAT.			
	MONTHLY TASKS COMPLETED initial or sign----->		

**Environmental Services Department
Janitorial Cleaning Checklist**

Month: JANUARY

Schedule B - Daily Tasks for MIRAMAR LANDFILL

Item No.	Description	Item No.	Description
1	Sweep/Dust Mop Floors	7	Clean Restrooms, Lockers, and Showers
2	Damp Mop and Disinfect Floors	8	Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers
3	Vacuum/Spot Clean Carpeted Floors and Rugs	9	Clean Drinking Fountains, Water Dispensers, Employees Water Stations and Ice Machines
4	Clean Glass, Mirrors, Metal Handrails, and Walls	10	Clean Kitchen Area/Break Room
5	Empty and Clean Wastebaskets, Waste Receptacles, and Ash Urns	11	Pick-up Litter
6	Empty Recycling Bins	12	Disinfect Highly Used Surfaces

Schedule B - Weekly Tasks for MIRAMAR LANDFILL

Item No.	Description	Item No.	Description
13	Clean Walls, Door Frames, and Jambs	15	Dust
14	Sweep Pedestrian Areas	16	Clean Tables, Chairs, and Countertops

Schedule B - Monthly Tasks for MIRAMAR LANDFILL

Item No.	Description	Item No.	Description
17	Dust Air Diffusers, Grills, Vents, and Filter Houses	20	Vacuum and Spot Clean Fabric Furniture
18	Clean Window Blinds	21	Polish Wood Furniture
19	Clean Lights	22	Clean Refrigerators and Microwaves
Week 1	DAILY TASKS COMPLETED (initial or sign below)	Week 2	DAILY TASKS COMPLETED (initial or sign below)
MON.		MON.	
TUE.		TUE.	
WED.		WED.	
THU.		THU.	
FRI.		FRI.	
SAT.		SAT.	
Week 3	DAILY TASKS COMPLETED	Week 4	DAILY TASKS COMPLETED
MON.		MON.	
TUE.		TUE.	
WED.		WED.	
THU.		THU.	
FRI.		FRI.	
SAT.		SAT.	
Week 5	DAILY TASKS COMPLETED		WEEKLY TASKS COMPLETED
MON.		WEEK 1	
TUE.		WEEK 2	
WED.		WEEK 3	
THU.		WEEK 4	
FRI.		WEEK 5	
SAT.			
	MONTHLY TASKS COMPLETED initial or sign----->		

ESD Janitorial Cleaning Checklist

Month: JANUARY

Schedule C - Daily Tasks for ENVIRONMENTAL SERVICES OPERATIONS STATION

Item No.	Description	Item No.	Description
1	Sweep/Dust Mop Floors	7	Clean Restrooms, Lockers, and Showers
2	Damp Mop and Disinfect Floors	8	Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers
3	Vacuum/Spot Clean Carpeted Floors and Rugs	9	Clean Drinking Fountains, Water Dispensers, Employees Water Stations and Ice Machines
4	Clean Glass, Mirrors, Metal Handrails, Elevator Doors and Walls	10	Clean Kitchen Area/Break Room
5	Empty and Clean Wastebaskets, Waste Receptacles, and Ash Urns	11	Pick-up Litter
6	N/A	12	Wash and Disinfect Highly Used Surfaces, including Countertops and Sides in Daily Dispatch Area

Schedule C - Weekly Tasks for ENVIRONMENTAL SERVICES OPERATIONS STATION

Item No.	Description	Item No.	Description
13	Clean Walls, Door Frames, and Jambs	15	Dust
14	Sweep Pedestrian Areas	16	Clean Tables, Chairs, and Countertops

Schedule C - Monthly Tasks for ENVIRONMENTAL SERVICES OPERATIONS STATION

Item No.	Description	Item No.	Description
17	Dust Air Diffusers, Grills, Vents, and Filter Houses	20	Vacuum and Spot Clean Fabric Furniture
18	Clean Window Blinds	21	Polish Wood Furniture
19	Clean Lights	22	Clean Refrigerators and Microwaves
		23	Strip, Wax, and Buff Tile and Vinyl Flooring

Week 1	DAILY TASKS COMPLETED (initial or sign below)	Week 2	DAILY TASKS COMPLETED (initial or sign below)
MON.		MON.	
TUE.		TUE.	
WED.		WED.	
THU.		THU.	
FRI.		FRI.	
SAT.		SAT.	
Week 3	DAILY TASKS COMPLETED	Week 4	DAILY TASKS COMPLETED
MON.		MON.	
TUE.		TUE.	
WED.		WED.	
THU.		THU.	
FRI.		FRI.	
SAT.		SAT.	
Week 5	DAILY TASKS COMPLETED	WEEKLY TASKS COMPLETED	
MON.		WEEK 1	
TUE.		WEEK 2	
WED.		WEEK 3	
THU.		WEEK 4	
FRI.		WEEK 5	
SAT.			
	MONTHLY TASKS COMPLETED initial or sign----->		