



**Request for Proposals (RFP) for Janitorial Services for DSD, Mission Valley Office
(Addendum A)**

Solicitation Number:	10090437-26-B
Solicitation Issue Date:	11/4/25
Pre-Bid Conference:	No Pre-Bid Conference will be held
Voluntary Site Inspection:	11/20/25 @ 10:30 a.m.
Bid Due Date and Time ("Closing Date"):	12/9/25 @ 2:00 p.m.
Contract Terms:	One (1) year, with four (4), additional one (1) year options to renew from the Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
City Contact:	Buck Osegueda Sr. Procurement Contract Officer sosegueda@sandiego.gov 619-236-6066
Submissions:	Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), or an electronic bid via PlanetBids, of their response as described herein. The City may require Bidders to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign). Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090437-26-B
JANITORIAL SERVICES FOR DSD, MISSION VALLEY OFFICE**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090437-26-B JANITORIAL SERVICES FOR DSD, MISSION VALLEY OFFICE (Contractor).

RECITALS

On or about 11/4/2025, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP 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 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.

1.3 Contract Administrator. The Development Services Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Kent Morris
Deputy Director
7650 Mission Valley Rd
San Diego CA 92108
(619) 236-7320
KentM@sandiego.gov

**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 (1) year periods years beginning on the Effective Date. 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 May 18, 2026 after being 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 \$1,000,000. FJR
FJR

ARTICLE IV WAGE REQUIREMENTS

4.1 By submitting a response to this RFP, 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 RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, 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 1st document has the highest priority. 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 Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Proposal

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

Wepa Commercial Cleaning

Proposer

2244 Main Street Suite 3

Street Address

Chula Vista

City

619*259-4266

Telephone No.

FRivera@WepaCC.Com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:



Print Name: Claudia Abarca

Director, Purchasing & Contracting
Title

06/03/2026

Date Signed

BY:

Francisco Rivera

Francisco Rivera (May 11, 2026 18:37:19 PDT)

Signature of
Proposer's Authorized
Representative

Francisco Rivera

Print Name

President

Title

11May2026

Date

Approved as to form this 3 day of
June, 2026.

HEATHER FERBERT, City Attorney



BY: Noah J Brazier (Jun 3, 2026 15:48:23 PDT)

Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals 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 proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. Pre-proposal conference information is noted on the eBidding System.

1.4.1 Proposers are encouraged to attend the pre-proposal conference. Failure to attend does not relieve proposer of the responsibility to fulfill RFP and addenda requirements, and does not relieve Contractors from performing.

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 proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

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

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - 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 proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. 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 proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

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 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B – Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C – Cost/Price Proposal. Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

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

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 proposer 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. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

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. Proposer 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 proposer offers an item of a manufacturer or vendor other than that specified, the proposer 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 proposer'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. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

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

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer 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 proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

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

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP 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 proposer 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 proposer 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 proposer 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 proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer'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 proposer's request. Furthermore, the proposer 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 proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer'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 RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

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 proposals.

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

4. Unit Price. Unless the proposer 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 proposal, 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. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

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

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within ten (10) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation.

Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	10
1. Requested information included and thoroughness of response	
2. Understanding of contract requirements	
3. Ability to deliver as exhibited in the Executive Summary	
4. Exceptions to the RFP	
B. Training and Staffing	25
1. Qualifications of personnel	
2. Availability of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
4. Thoroughness and clarity of staffing plan	
5. Thoroughness and clarity of training plan	
C. Vendor's Capability to provide the services and expertise and Past Performance.	35
1. Relevant experience of the contractor and subcontractors	
3. Location in the general geographical area of the facility and knowledge of the locality of the facility	
4. Past/Prior Performance	
5. Capacity/Capability to meet The City of San Diego needs in a timely manner	
6. Reference checks	
7. Thoroughness and clarity of business plan	
D. Price.	15
E. Mandatory Demonstration/Presentation.	15
1. Equipment	
2. Thoroughness and clarity of presentation	
2. Ability to answer and clearly respond to questions asked	

	MAXIMUM EVALUATION POINTS
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

4. Rejection of All Proposals. The City may reject any and all proposals when to do so is in the City's best interests.

D. ANNOUNCEMENT OF AWARD

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

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal 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 proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. 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 proposers 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.

F. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful proposer 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. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

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

**EXHIBIT B
SCOPE OF WORK**

- A. BACKGROUND.** The City of San Diego (City) is seeking a contractor to provide complete janitorial maintenance service for an office building located at 7650 Mission Valley Road, San Diego, CA 92108. The Class B office building is two floors, approximately 73,970 square feet with one (1) hearing room, two (2) lunch breakrooms, 14 conference rooms and 44 offices.

Contractors are advised to note the conditions and challenges the site poses so that they can fully respond to the requirements. The building may have challenging architectural design, materials, and surfaces relative to janitorial maintenance service.

- B. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER** Contractor must provide their DIR Registration number, expiration date and organization name below. Failure to provide will be cause for the proposal to be rejected as non-responsive.

DIR Registration No.	Expiration Date	Contractor Name
JS-LR-1000865382	3/4/2027	WEPA Commercial Cleaning LLC

C. BACKGROUND CHECK

1. 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 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 background checks. The Contractor may contact the California Department of Justice for guidance in this matter.
2. Janitorial maintenance personnel with outstanding warrants will not be accepted unless warrants and warrants are cleared. Janitorial maintenance personnel with felony records will not be accepted. The City's decision in this matter will be final.
3. Prior to the start of this contract, the Contractor must provide the Technical Representative or 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 designee, with an updated list of janitorial staff, supervisors and subcontractors assigned to the contract change.
4. 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 an identification badge/card that includes the employee's identifiable photograph. 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.

5. Background checks may take a minimum of five (5) weeks. Therefore, during the term of the contract, the Contractor must have sufficient staffing to maintain the facilities while background checks are completed on new employees. For security reasons, excessive Contractor staff turnover, as determined by the City, will be cause for termination of this contract.

D. CONTRACTOR STRATEGIC PLAN FOR TRAINING, STAFFING, AND BUSINESS PERFORMANCE

1. Proposers 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 the RFP, utilize the janitorial staff dedicated to this Contract, meet all deadlines, and utilize the equipment proposed by Contractor to perform the Contract. The plan shall provide training, staffing, and operations.
2. Failure to provide the required and/or complete information may be cause for the Proposal to be rejected as non-responsive.
3. The training plan shall describe in detail how Contractor will train janitors and supervisors in advance of performing any work under this Contract to address areas of Site orientation, cleaning methods for assigned cleaning tasks, and use of Contractor-provided equipment. The training plan shall address how Contractor will minimize janitorial and management staff turnover assigned to this Contract, 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 policies and practices regarding the cleaning of City facilities.
4. The staffing plan shall confirm availability of all staff, and any needed reserve staff, 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 three (3) years. The staffing plan shall specify the total number of janitorial, management, and supervisorial staff Contractor will dedicate to this Contract, and how management will retain the indicated staff in order to maximize the accumulation of on-site familiarity and institutional knowledge among all staff during the term of the Contract. The staffing plan shall also include names, titles, and description(s) of duties for all managers, including the account manager, and supervisors performing work relative to this Contract.
5. The business plan shall show Contractor can provide an adequate number of trained staff and all equipment and materials required to perform this Contract in an efficient, timely, and consistent manner. The business plan shall also present a detailed cleaning strategy clearly describing how the Contractor will manage, supervise, and clean the facilities in satisfaction of the Contract. Challenges related to cleaning the facilities in satisfaction of the required work under this Exhibit B, Scope of Work, shall be identified and Proposer shall provide solutions to all such anticipated challenges.

E. QUALIFICATIONS AND EXPERIENCE

1. The following experience, qualifications, and skills are required. Failure to provide the required and/or complete information may be cause for the Proposal to be rejected as non-responsive.

2. Contractor shall submit a company/corporation organization chart 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 such.
3. Contractor must have a minimum of three (3) years of experience (in the last five (5) years) conducting work of similar type, scope, and scale as those specified in the RFP as demonstrated by professional references submitted as part of the City of San Diego Contractor Standards Pledge of Compliance form for the RFP.
4. Contractor shall submit a professional summary of an account manager (Project Manager), who shall be dedicated to this Contract, and must have a minimum of two (2) years of experience (in the last five (5) years) managing and conducting work of similar type, scope, and scale as those specified in the RFP.
5. All managers and supervisors proposed to be involved in the Services at the Site must have a minimum of two (2) years of experience (in the last five (5) years) in providing managerial and supervisory support in cleaning and conducting work of similar type, scope, and scale as those specified in the RFP. Contractor shall submit the professional summary for each manager and supervisor proposed to be involved in Services at the Site.

F. PRE-PROPOSAL CONFERENCE AND SITE INSPECTION.

1. Proposers are highly encouraged to attend the pre-proposal conference and site inspection at 7650 Mission Valley Road, San Diego, CA 92108. The event will begin on November 20, 2025 at 10:30 am
2. Proposers are responsible for inspecting the work site to verify site conditions and the size of areas to be serviced. Failure to do so will not relieve the Contractor of their responsibility to perform according to these specifications. No additional compensation or relief from any contract obligations will be granted because of a lack of knowledge of the sites.
3. By submitting a proposal, the Proposer acknowledges that they are relying on their own examination of the work site, have the capability to fulfill the contract requirements, and are knowledgeable of all other data and matters requisite to the fulfillment of the contract.
4. The information provided by the City is not intended to be a substitute for, or a supplement to, the independent verification by the Proposer to the extent such independent investigation of site conditions is deemed necessary or desirable by the Proposer. Proposer acknowledges that they have not solely relied upon City furnished information regarding site conditions in preparing and submitting a proposal.

G. CONTRACTOR'S RESPONSIBILITIES.

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

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 uniform shall also consist of proper footwear that fully covers the foot. Sandals and flip-flops are unacceptable footwear. Long pants shall be worn on each work shift. Shorts and cut-offs are unacceptable. Contractor's employees must look professional and have proper personal hygiene. An appropriate uniform shall be worn at all times, including personnel who are being trained. Failure to do so may result in termination of the contract.

3. **Training.** Prior to the start of work on this contract, Contractor shall train their janitorial staff on the SDS safety requirements for all chemicals used for this contract, Blood Born Pathogens, Personal Protective Equipment, and Injury/Illness Program as required by CAL OSHA, Title 8, Sections 3203, 1926.59, and 5193. Contractor is required to provide certification that janitorial personnel assigned to the contract have received this training.

Certification must be submitted to the Technical Representative or designee after this contract is awarded but prior to commencing work (see Attachment B for the form to use). Failure of the Contractor to provide the City with the required training for a particular employee shall be cause for immediate removal of the employee from this contract and may be cause for termination of the contract.

For new employees being assigned to this contract, the required certification, found in attachment B, must be provided to the Technical Representative or designee prior to the commencement of duties. The Contractor is responsible for ensuring new employees understand the requirements of this Contract and are properly trained prior to starting work. 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, as determined by the City.

Failure of the Contractor to provide the above required certification to the Technical Representative or designee is cause for City to require immediate removal of the employee from work required by this Contract.

4. **Communication Skills.** Contractor shall ensure that at least one (1) member of the onsite janitorial staff can communicate clearly and independently in English, both verbally and in writing.

Assigned supervisors shall be capable of completing legible written forms and of understanding oral and written instructions in English.

5. **Contractor Provided Cleaning Supplies, Chemicals and Equipment.** The Contractor shall be responsible for furnishing all of the cleaning chemicals, supplies, and equipment required for performing specified tasks including but not limited to wastebaskets/trash can liners, deodorizers, liquid hand soap, toilet paper, paper towel rolls, brooms, mops, mop buckets, pick-up sticks, scrub brushes, sink cleaning brushes, cleaning clothes, dust-pans, and dusters, unless otherwise noted.

All materials shall be top quality by industry standards. All vacuum cleaners shall be power lifting, silent, commercial grade with micro 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.

5.1. All chemicals provided by the Contractor shall 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 shall 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 designee must pre-approve all products provided by the Contractor prior to use at the Site.

5.1.1. Green Seal GS-37 for general purpose, bathroom, glass, and carpet cleaners;

5.1.2. Green Seal GS-40 for industrial and institutional floor care products;

5.1.3. Environmental Choice CCD-110 for cleaning and degreasing compounds;

5.1.4. Environmental Choice CCD-115 for odor control additives;

5.1.5. Environmental Choice CCD-146 for hard surface cleaners;

5.1.6. Environmental Choice CCD-147 for hard floor care;

5.1.7. Environmental Choice CCD-148 for carpet and upholstery care; and

5.1.8. EPA Design for the Environment.

5.2. All disposable janitorial paper products and trash bags provided by the Contractor must meet the minimum requirements of one or more of the following programs for the applicable product category:

5.2.1. U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners;

5.2.2. Green Seal GS-09, for paper towels and napkins;

5.2.3. Green Seal GS-01, for tissue paper;

5.2.4. Environmental Choice CCD-082, for toilet tissue;

5.2.5. Environmental Choice CCD-086, for hand towels; and

5.2.6. Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.

6. **Keys, Security Access Cards, and Employee Identification Badges.** Keys and security access cards supplied to the Contractor shall not be shared or loaned out to others. They must be retained by 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 a Contractor's employees may be grounds for termination of this contract.

Keys and security access cards supplied to the Contractor shall not be duplicated, except by the City. Lost keys or security access cards shall be reported immediately to

the Technical Representative or designee.

All keys, and security access cards 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; such costs may be retained from the City's final payment to Contractor. If the City does not re-key the locks, the cost of any replacement key(s) shall be paid by the Contractor; such costs may be retained from monthly payments.

7. **Janitorial Staff Reporting Procedures.** Janitorial personnel, including all supervisors conducting inspections, shall sign in upon reporting for work and shall sign out prior to leaving work on a log provided by the Technical Representative or 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 properly completed. The log will be kept in a designated area identified by the Technical Representative or designee. Signing in after employees are already working or signing in for other employees is strictly forbidden and may be grounds for employee removal from this contract.

The janitorial personnel shall complete the Janitor's Cleaning Checklists when tasks are completed and leave them 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 the 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.

The City has no obligation to pay for services during the time period of an incomplete checklist.

8. **Contractor Response Time.** A Contractor representative authorized to discuss matters related to this contract must be available between 7:00 a.m. and 5:00 p.m., Monday through Friday. Contractor must be available via cell phone, and/or email during these designated times.

- 8.1. **Emergency Cleaning Services.** The Contractor shall provide emergency cleaning services, twenty-four (24) hours a day, seven (7) days a week. Emergency cleaning services may include, but not be limited to, cleaning of fecal matter, urine, vomit, and other body fluids in or just outside of the facilities. These services will be required to be performed on an emergency basis and a supervisor or manager from Contractor shall respond to a City Emergency Call within fifteen (15) minutes of the call being placed. All actions required to resolve onsite emergencies shall be completed within four (4) hours and shall be charged at the "Call Back Services" rate submitted by the Contractor in the "Pricing Pages" section of Exhibit C – Required Forms. No travel time shall be charged.

Emergency Calls are defined as those where the Technical Representative or designee states an emergency exists and notifies the Contractor's office of such emergency. Failure to take appropriate corrective action for emergencies within the above time frame may result in termination of the contract.

Emergency Cleaning Services must be pre-authorized by a City employee.

8.2. Non-Emergency Calls. A supervisor or manager shall respond to non-emergency calls or e-mails within one (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 designee. Failure to respond and/or take appropriate corrective action within the time frame specified may result in termination of the contract.

9. Safety Requirements. All work performed under this contract will be performed in such a manner as to provide maximum safety to the public and employees and shall comply with all safety provisions and regulations. The Contractor is responsible for abiding by all CAL/OSHA requirements, including the labeling of containers. Contractors who have ten (10) or more employees shall have an injury/illness program as required by OSHA.

Wet floor warning signs shall be supplied by the Contractor and properly utilized whenever a potentially hazardous floor condition exists such as when cleaning spills, buffing, damp mopping, scrubbing, stripping, and waxing. It is the Contractor's responsibility to ensure that adequate warning signs are posted and that all safety regulations are adhered to.

Personal Protective Equipment (PPE), including fall protection devices, as required, shall be supplied by the Contractor for janitorial staff and properly used at all times.

10. Safety Data Sheets (SDS). The Contractor is responsible for ensuring that copies of all SDS are available for the Contractor's employees at the work site.

For Contractor-provided chemicals, the Contractor is required to provide a SDS and applicable green certification. Contractor provided chemicals shall be approved by the City prior to usage. Only those products whose labels and SDS clearly state the content, hazard potential, and protective measures required shall be approved for use. 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.

Failure to comply with the above shall be cause for immediate termination of the contract for violation of safety procedures.

11. Environmental Management System. Development 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 shall be aware of the ISO-14001 Environmental Management System while working at the site under 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 site representative. Contract personnel working for or on behalf of the City 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.

- 12. Janitor's Closet.** Contractor will maintain Janitorial closets and storage rooms in a clean, disinfected, and sanitized manner including sinks, floors, and all fixtures and fittings. Contractor will properly maintain and store all cleaning materials. Contractor will empty all buckets daily.
- 13. Security Precautions.** Contractor 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.

The Contractor will ensure that the facility is locked and that offices that are locked are returned to locked. Contractor will ensure offices will not be left open when not attended or when cleaning is conducted out of sight of the open office. Contractor shall maintain security during the daytime cleaning period and access to locked offices by anyone except Contractor's janitorial personnel will not be permitted.

- 14. Site Inspection Upon Commencement and Turnover of Contract.** Within five (5) days upon commencement of the contract, the Contractor will inspect the Contract site with the Technical Representative or designee to determine if the site is in compliance with the specifications. If deficiencies are identified, the Technical Representative or designee may authorize, in writing, a mutually agreed upon one (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.

H. QUALITY OF WORK/INSPECTIONS. The Contractor will provide quality janitorial services for the site. All work shall be performed in accordance with best Industry Standards and the facility 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 job site to ensure that all work is completed in accordance with the specifications of this contract. At a minimum, these inspections shall be performed by a supervisor on a weekly basis.

The Contractor shall schedule a regular quarterly meeting with the Technical Representative or designee to evaluate services performed. Contractor's failure to appear for the meeting as scheduled may be cause for termination.

- 2. Inspections by City's Technical Representative or Designee.** Regular inspections shall be conducted by the City's Technical Representative or 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 designee. Contractor's failure to correct deficiencies to comply with the specifications within the time specified may result in termination of the contract.

I. END OF CONTRACT. Prior to the end of the contract period on this contract, the Technical Representative or designee will inspect the contract site with the Contractor to ensure that site is turned over at the end of the contract period in a condition that conforms to the contract specifications. Any deficiencies found in the specified maintenance level will be noted and presented to the current Contractor in writing.

Contractor must correct all noted deficiencies by the end of the contract period. The City will be the sole judge as to what constitutes a deficiency.

If the current Contractor fails to correct the noted deficiencies and turns over the contract site in an unacceptable condition, as determined by the Technical Representative, the City will authorize work to bring the site into compliance with the specifications. All costs incurred by the City to correct deficiencies will be deducted from the current Contractor's final payment. The City will be the sole judge as to what constitutes a reasonable cost for work authorized.

- J. FACILITY DESCRIPTION.** See Attachment C for a detailed facility description. However, these descriptions are approximate and provided for informational purposes. Accordingly, the Contractor is responsible for verifying the actual requirements. All square footages are approximate.
- K. REQUIRED JANITORIAL TASKS AND CLEANING.** The following tasks are the acceptable minimum level of service Contractor must provide under this contract. These tasks are also listed on the Janitor's Checklist included as Attachment A.
- 1. Daily Tasks.** The following tasks (Tasks No. 1.1 – 1.14) shall be performed on the day(s) specified in the Pricing pages at each site designated in this solicitation, unless otherwise expressly noted.
- 1.1. Clean Restrooms, Showers, and Janitor Closets.** Contractor shall maintain restrooms, showers, janitor's closets 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, lavatories, floor sinks, and mop sinks shall be washed/scrubbed with quality materials using techniques which 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 its cleanliness. Entry door and stall door frames will be cleaned, with special emphasis around the hinges.
- The term "clean" as used here will mean that no dirt, dust, lint, stains, spots, grease, molds or odors can be detected on areas including floors, walls, partitions, ledges, trim, doors, moldings, shower doors, shower mats and/or curtains or fixtures within the restroom, lockers or showers.
- 1.2. 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 approved materials. Contractor shall keep a minimum of two (2) months' supply of materials in storage rooms.
- 1.3. Clean Drinking Fountains/Water Dispensers/Ice Maker Machines.** Contractor shall clean and sanitize drinking fountains/water dispensers/empty Ice Maker Machine water tray, remove all spots, marks and stains. For sanitation purposes, Contractor shall not use the same rags, sponges, cloths, etc. to clean

and sanitize the drinking fountains/water dispensers/Ice Maker Machines as those that are used to clean other areas.

- 1.4. Clean Kitchen Area/Break Room including Microwave Ovens.** Kitchen areas/break rooms shall be cleaned and sanitized including sinks, floor sinks, and countertops. All spots, marks, and stains shall be removed; tables and chairs shall be cleaned and straightened. Contractor shall clean microwave, interior and exterior, removing all food remains, splatters, spills and smudges. Contractor shall clean the interior and exterior of refrigerators (including the top) and toaster ovens (as applicable) shall be wiped clean by Janitorial staff.
- 1.5. Damp Mop and Disinfect All Hard Surface Flooring Areas.** Contractor shall damp mop and disinfect vinyl, tile, linoleum, concrete, rubber, carpet, hardwood and other types of floor covering in all public and staff areas, to include but not be limited to, hallways, lobbies, restrooms, showers, and kitchens, 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. Water should be changed out frequently. Contractor must use clean mop water always.

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

Sweeping with a horsehair or similar type push broom; using a dust mop; using renewable commercial-type cleaning cloths; and/or using a heavy-duty vacuum cleaner with appropriate pick up tool.

- 1.7. Vacuum Carpeted Floors and Rugs.** Contractor shall thoroughly vacuum all carpets and rugs to remove dirt in all offices, cubicles, and throughout the building. 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.

The vacuum cleaner must use filters that prevent dust from entering the air.

Special care shall be given to edges, nooks, and baseboards to prevent accumulation of soil, lint or other material.

- 1.8. Routine Spot Clean Carpet.** Carpet is to be kept in a stain-free condition. The Technical Representative and the Contractor shall agree as to whether carpet shampooing/extraction supersedes spot cleaning.

Spot cleaning requires the removal of dirt, soil, debris, liquids, stains, or other foreign materials from carpeted areas which can be accomplished by cleaning only the immediately affected area where cleaning the whole area would not be necessary. Spot cleaning may be accomplished by any of the methods contained herein and as dictated by the circumstances of the soiling. Carpet spots shall consist of areas that are 12 square inches or less. Carpet spots shall be removed immediately with an approved carpet cleaning solution in such a manner that

will not leave rings or discoloration.

Spot cleaning shall remove completely any evidence of the soiling that necessitated the cleaning and return the finish of the area affected to its pre-soiled condition without evidence of occurrence or cleaning.

- 1.9. Pick-up Litter, Trash, and Garbage.** Contractor shall pick up and dispose of all litter, trash, garbage, and foreign discarded or abandoned objects found in the interior of the facility, patios, all entryways, and walkways. Contractor shall pick up and dispose of trash from the generator enclosure area, and trash cans located at the entrance and exit doors. Contractor shall pick up and dispose of trash in the areas around the facility dumpster. All trash will be placed in a designated facility dumpster.
- 1.10. Empty and Clean all Wastebaskets, Trash Receptacles, and Ash Urns.** Contractor shall empty all wastebaskets, trash receptacles, ashtrays, butt cans, and sand urns inside the 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 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.
- 1.11. Empty Recycle Containers and Bins.** Contractor shall empty all recycling bins, including but not limited to: desk-side, common area, entrance and exit doors, and patios, into the designated recycling dumpster(s), as required.

Cardboard boxes shall be broken down and flattened before placing in recycling bins or dumpsters. All recycling receptacles shall be washed, when needed and as directed by the Technical Representative or designee, to maintain them in a stain-free and odor-free condition.
- 1.12. Empty Organic Waste Recycling Bins.** The contractor shall empty all organic waste recycling bins in the break rooms and kitchenette areas. All Organic Waste Recycling bins shall be washed, as necessary, to maintain them in a odor-free condition. Organic Waste Recycling bins shall be lined with a paper bag. All green waste shall be dumped into the designated organic waste recycling dumpster.
- 1.13. Clean Glass, Mirrors, and Metal Handrails.** Contractor, as needed, shall clean all interior glass including observation windows, display-type windows, windowsills, display cases, glass doors and adjoining panes, interior partitions, desk glass, mirrors, and metal handrails will be washed and cleaned. Glass 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.
- 1.14. Clean Tables, Chairs, Countertops, and Dry Erase/Chalk Boards.** Contractor shall wipe and clean tables, chairs, countertops, and dry erase/chalk boards, as needed, to remove fingerprints, streaks, spots, dirt film and/or writing in all conference rooms and break rooms. No wax or oily polish shall be applied.
- 2. Weekly Tasks.** The following Weekly Tasks (Tasks No. 2.1 – 2.9) shall be performed once per week, unless otherwise expressly noted. Tasks specified under daily requirements shall be included in the weekly tasks.

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

Contractor shall dust desks (*only when cleared of work material*), hutches, tables, chairs, file cabinets, shelving, countertops, lampshades, light fixtures, pictures, lockers, telephones, map frames, moldings, ledges, switches, door frames and jambs, window sills, 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 cobwebs, surface spots, stains, or marks. Contractor shall not move or disturb any articles, documents, equipment, or papers, and shall only dust exposed areas.

All cobwebs shall be removed.

- 2.2. Vacuum and Clean Fabric Seat Cushions.** Contractor shall vacuum seat cushions to remove all visible dirt. Special attention shall be given to prevent the accumulation of dirt, lint, or other foreign matter. Vacuum cleaning shall also include the removal of all spots, stains, or spills as part of normal care.
- 2.3. Sweep Storage Space.** Contractor shall remove dirt on all non-carpeted flooring in storage spaces, server rooms, mail rooms and libraries.
- 2.4. Floor Drains.** Contractor shall maintain floor drains so that they do not smell. Contractor shall pour approximately one (1) cup of City approved disinfectant/enzyme cleaner down each restroom floor drain, as needed.
- 2.5. Clean Walls, Door Frames, Jambs, and Light Switches.** As needed, Contractor shall clean, walls, doors, door frames/jambs, partitions, light switches, ledges, moldings, window sills, wood and metal work, to remove dust, dirt, spots, stains, hand marks, and any other marks or scuffs.
- 2.6. Dust Air Diffusers, Grills, Vents, and Filter Houses.** Contractor shall maintain the air diffusers, grills, and vents, including those located in 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. A ladder will be used where necessary.
- 2.7. Clean all Window Blinds.** Contractor shall maintain the window blinds and shades to keep them free of dust, dirt, dead bugs, and dead bug spots. Contractor shall wipe them with a damp cloth or clean with the appropriate specialized hand tool.
- 2.8. Clean Patios.** Contractor shall sweep patios and stairs, wipe down tables, chairs and exterior handrails, and empty trash.
- 2.9. Clean Elevators.** Contractor shall vacuum carpets and carpeted walls of each elevator, or if not carpeted, contractor shall dust, sweep and mop elevator floor and wipe down elevator walls to remove dirt, debris, and litter. Contractor shall wipe down and clean all hand rails, doors (including outside and inside of doors when closed), and door tracks to leave them left clean and polished with no fingerprints, streaks, spots or spills.

3. **Monthly Tasks.** The following Monthly Tasks (tasks no. 3.1 – 3.3) shall be performed once per month, unless otherwise expressly noted.

3.1. **Buff Tile, Vinyl, and Hardwood Floors.** Contractor shall buff tile, vinyl, and hardwood floors which shall include the application of high grade wax, or other specified floor treatment. The application of wax or other specified floor treatment will be applied in a manner consistent with manufacturer's recommendations and/or instructions and applied with a high-speed buffer, if necessary (minimum 1500 RPM). Propane buffers are not to be used in any facility.

Contractor shall pay special attention to and remove all scuff marks.

Contractor is responsible for removing and replacing all furniture.

3.2. **Machine Scrub Tile and Terrazzo Floors.** Contractor shall machine scrub the tile and terrazzo floors.

3.3. **Dust Exposed Ceiling Pipes.** Contractor shall dust exposed ceiling pipes at all facilities listed in this contract where applicable in offices, hallways, lobbies, and administrative buildings.

3.4. **Clean Artwork.** Contractor shall clean frames, displays cases, and glass. Glass surfaces shall be left clean with no fingerprints, streaks, spots, or dirt film. Care shall be taken in cleaning any surfaces covered with film and to avoid any damage to the film.

4. **Optional Discretionary Tasks Requiring Written Pre-Authorization.** The following optional tasks (Tasks No. 4.1 – 4.3) shall be performed by Contractor at the discretion of the City, as directed by the Technical Representative, or designee, and only after written pre-authorization. The City is not required to pay for optional tasks performed without written pre-authorization.

4.1. **Strip, Wax, and Buff Tile, Vinyl/Tile and Ceramic Flooring.** Work will be performed in the manner described and include removal (stripping) of accumulated traffic stains and old wax. This work is to be accomplished by thoroughly scrubbing with a machine floor scrubber using steel wool pads, basin brush or pads. Completely pick up cleaning water and follow with clear water rinse. Floor treatment shall be applied per manufacturer's instructions and buffed with a high-speed buffer (minimum 1500 RPM). Propane buffers are not to be used in any facility. Contractor shall post sufficient safety signs indicating slip hazards and or wet floor when buffing, damp mopping, scrubbing, stripping and waxing.

Contractor shall pay special attention to and remove all scuff marks.

Contractor is responsible for removing and replacing all furniture.

4.2. **Clean Carpets.** Wet/steam clean carpets to remove all dirt, spots, and stains. The carpet cleaning machinery shall be industrial grade carpet cleaning machines to include use of a bonnet and extractor machine.

4.3. **Concrete Floor.** Strip and apply concrete cleaner.

- L. **SERVICE HOURS AND FACILITIES TO BE MAINTAINED.** Complete janitorial maintenance service shall be completed between the "Hours of Service" listed in the following table.

The hours of service may be changed by the Technical Representative, or designee. All Contractor requests for schedules of work changes must be submitted in writing and authorized by the Technical Representative or designee. Failure to do so may result in nonpayment of services performed.

Facility Location	Hours of Service	Department Representative
7650 Mission Valley Road San Diego, CA 92108	Monday – Friday Night Time janitorial services shall be completed five (5) days a week from 5:00pm–Midnight In addition, there shall be one (1) daytime janitor assigned to this site every Wednesday from 6 am–3:00 pm. Daytime hours are subject to change depending on the facility's needs.	Jeffrey Wallace Phone: (619) 557-7987 Email: jjwallace@sandiego.gov

M. CITY OBSERVED HOLIDAYS. Janitorial maintenance service shall not be performed on City observed holidays.

The Contractor only receives compensation for the days that they perform service at the locations specified in this contract.

The following, plus the Friday after Thanksgiving Day, are City observed holidays.

New Year's Day	Martin Luther King, Jr. Day
President's Day	Cesar Chavez Day
Memorial Day	Juneteenth Freedom Day
Independence Day	Labor Day
Veterans' Day	Thanksgiving Day
Christmas Day	

N. EXTRA CLEANING SERVICES (MUST BE PRE-AUTHORIZED). The Contractor may be called upon to provide extra cleaning service under this contract. No extra services shall be performed without specific written authorization and instructions from the Technical Representative or designee. Any additional services performed without written authorization shall be considered unauthorized and shall not obligate the City to pay for such services. Extra janitorial maintenance services shall be in accordance with the Pricing pages of this solicitation, listed separately on acceptable invoices to the City with

a copy of the written authorization attached. No travel time shall be charged.

- O. SQUARE FOOTAGES LISTED.** All square footage provided for the site location is approximate. Each Proposer is responsible for verifying actual square footage.
- P. 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 designee within the time specified. Such deductions shall not prevent the City from proceeding with The City's Right to Terminate for Default of the contract in accordance with Section 4.3 (City's Right to Terminate for Default) of the General Contract Terms and Provisions revised December 18, 2017.
- Q. 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 Purchasing Agent and shall be confirmed in writing prior to implementation. Any contract modifications that are not approved by the Purchasing Agent will be considered unauthorized and shall not obligate the City to pay for said services.

- R. SUBCONTRACTORS.** Contractor shall not subcontract any portion of this contract to any party without pre-authorized written approval from the Technical Representative, or designee. San Diego Municipal Code section 22.4210I, part of the City's Living Wage Ordinance, requires the Contractor to use its own employees to perform at least 50 percent of the work described in the contract.

Any subcontractors must comply with all contractual requirements, including but not limited to background checks, uniforms and badges.

If the City learns Contractor is using subcontractors that have not previously been authorized by the City, the City has the option, in its sole discretion, to terminate this agreement.

- S. NON-INTERFERENCE WITH CITY OPERATIONS.** Employees and agents of Contractor shall, while on the premises of the City, 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 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.
- T. 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 solicitation to accomplish a smooth phase-out and transition of responsibilities and services, if applicable.
- U. 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 proposal 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 proposal submittal the Proposer 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 proposal.

V. TECHNICAL REPRESENTATIVE. The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

W. POST AWARD KICK-OFF MEETING

1. Proposer receiving award under this solicitation shall be required to attend a post award kick-off meeting within ten (10) calendar days after award of contract to be scheduled by the Technical Representative or designee.
2. The Technical Representative or designee shall communicate the date, time, location, and agenda for this meeting to the proposer.

X. ADDITIONAL INSURANCE

1. Contractor shall not begin any performance under this Contract until it has provided the City with evidence of the following insurance coverage, in addition to the coverage required under Section 7.2 of the General Contract Terms and Provisions, revised January 16, 2020.
2. 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 subcontract thereunder.

Y. PRICE SCHEDULE. Bidders are required to submit their bid prices on the City's Price Schedule herein attached as Attachment D "Price Schedule". Attachment D "Price Schedule" is provided as an Excel spreadsheet and is attached to this solicitation in PlanetBids. The Price Schedule must be completed in full. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.

EXHIBIT C



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.

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.

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

7.2.5.1 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).

7.2.5.2 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.

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

7.2.5.4 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.

7.2.5.5 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 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.

B. 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.

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

COMPANY INFORMATION

Company Name: WEPA Commercial Cleaning
Company Address: 2244 Main Street Suite 3 ~~FE~~ Chula Vista, CA 91911
Company Contact Name: Francisco Rivera Contact Phone: 619-259-4266

CONTRACT INFORMATION

Contract Number (if no number, state location): 7650 Mission Valley Start Date: TBD
Contract Title (or description): _____ End Date: TBD
Purpose/Service Provided: Sanitorial

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.

Francisco Rivera
Name of Signatory
[Signature]
Signature

President
Title of Signatory
07 Dec 2025
Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ LWO Analyst: _____ Contract Number: _____

Instructions and Guidelines for Completing the Living Wage Ordinance Annual Certification of Compliance

Section 1- Company Information (Mandatory Field)

- Company must fill out the full business name (This includes and other names the business uses to operate or provide services)
- The complete address of the company must be provided.
- Company Contact Name and Telephone Number

Section 2- Fiscal Year Information

- Start Date- Business identifies the start date they begin services.
- End Date- This certification will be for a fiscal year and the end date will go through the end of the fiscal year for the City of San Diego. (Ex. For Fiscal Year 2023 the end of the fiscal year would be June 30, 2023)

Section 3- Terms of Compliance

- Each covered employer shall file an LWO Certification of Compliance with the Living Wage Manager within 30 days of becoming a covered employer for that fiscal year.
- Covered employers are required to ensure that all applicable subcontractors file an LWO Certification of Compliance within 30 days of becoming covered by the LWO.
- Failure to file an LWO Certification of Compliance may result in payment being withheld until the document is submitted.
- The Living Wage Annual Certification of Compliance will be completed by the business each fiscal year.
- The contractor understands that they will comply with all the requirements under the Living Wage Ordinance for any purchase order awarded that is subject to the Living Wage for that fiscal year.

Section 4- Contractor Certification (Mandatory Field)

- The contractor certifies that they will comply with the requirements for covered contracts that fall under the Living Wage Ordinance for the fiscal year the Certification of Compliance is being submitted for.
- Signed and dated by a legally authorized officer for the business.

Section 5- For Official City Use Only (City of San Diego Living Wage Program)

STATE OF CALIFORNIA

Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Standards Enforcement
Licensing & Registration Unit
1515 Clay Street, Suite 1902
Oakland, CA 94612
Tel: (510) 879-8333 Fax: (510) 286-1366

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



Registration Services
Division of Labor Standards Enforcement

August 2019

NOTICE

Update to Janitorial Employer Registration Law

All janitorial employers, with or without employees, must register with the Labor Commissioner's Office

All janitorial employers in California must now register with the Labor Commissioner's Office. Any person or business entity with any of the following conditions must register:

- Any person or entity that employs at least one janitorial worker, which could be as an employee, an independent contractor, or a franchisee.
- Any person or entity that has no janitorial workers but enters into a contract, subcontract, or franchise agreement for the provision of janitorial services.

To register:

- Gather the [required documents](#).
- Complete the new application or renew your existing registration [online](#) or by [mail](#).

The update to [the Property Service Workers Protection Act](#), effective June 27, 2019, expanded the definition of janitorial employer to include any person or entity that provides or engages to provide janitorial services, even if they have no employees.

Please note: Proof of valid workers' compensation coverage or proof of exemption from the requirement to maintain workers' compensation coverage is required for registration. Janitorial employers with no employees may be exempt from the requirement to maintain valid workers' compensation coverage and must provide proof of this exemption.

The law defines janitorial employers as:

Any person or entity that employs at least one covered worker or otherwise engages by contract, subcontract, or franchise agreement for the provision of janitorial services by one or more covered workers. The term "employer" includes the term "covered successor employer," but does not include an entity that is the recipient of the janitorial services.

A covered worker is any individual working predominantly as a janitor, whether as an employee, independent contractor, or a franchisee. The term janitor is defined in the [Service Contract Act Directory of Occupations](#) maintained by the United States Department of Labor.

[Home](#)[Bill Information](#)[California Law](#)[Publications](#)[Other Resources](#)[My Subscriptions](#)[My Favorites](#)**AB-2374 Displaced janitors.** (2023-2024)

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Date Published: 05/17/2024 02:57 PM

AMENDED IN ASSEMBLY MAY 20, 2024

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 amended, 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 both the contractor and the union, if the employees are represented by a union, within 5 days of making the decision to terminate a service contract, and contract and to post a notice in a conspicuous location at the worksite. The bill would prescribe specified elements to be included in that notification, those notices, including the termination date of the service contract. Additionally, the bill would require a successor contractor or subcontractor to maintain the same work schedules number of hours 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~~

This 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.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

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 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, 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, 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) An awarding authority shall notify in writing the ~~contractor, the union that represents the employees, and the employees~~ *contractor and the union, if the employees are represented by a union*, within five days of making the decision to terminate a service contract. ~~The notice~~ *Before the service contract is terminated, the awarding authority shall also post a notice in a conspicuous location frequented by employees at the worksite within five days of making that decision to terminate. Both notices* 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.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide 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 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. The successor contractor or successor subcontractor shall maintain the same ~~work schedules,~~ *number of hours*, and pay the same wages 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 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 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 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 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 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 90-day period is satisfactory, the successor contractor or successor

subcontractor shall offer the employee continued employment. Any employment after the 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) (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~~ *employer, an awarding authority, or both, for a violation of* 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~~ *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, successor subcontractor, *or in-house provider, or the awarding authority provider. Those individuals may also bring an action against the awarding authority for a violation of the awarding authority's obligations under this chapter. An action may be brought* in any superior court of the State of California having jurisdiction over the ~~action.~~ *matter.* 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.

(c) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(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.

(e) In the absence of a claim by an employee that 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.

ADDENDUM A

ATTACHMENT A

JANITOR'S DAILY TASKS CLEANING CHECKLIST

Facility: _____

Week of (dd/mm/yy): _____

Circle the Day of Service:

	JANITOR Initial and date each task when completed					CITY INSPECTOR Completed Satisfactorily (Yes / No)
	M	T	W	TH	F	NO
As specified, Exhibit B, Section K.1 et. seq. Daily Tasks:						
1. Clean Restrooms, Locker Rooms, Showers, and Janitor Closets						
2. Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers						
3. Clean Drinking Fountains/Water Dispensers/Ice Maker Machines						
4. Clean Kitchen Area/Break Room including Microwave Ovens						
5. Damp Mop & Disinfect All Hard Surface Flooring Areas						
6. Sweep/Dust Mop Floors						
7. Vacuum Carpeted Floors and Rugs						
8. Routine Spot Clean Carpet						
9. Pick-up Litter, Trash, and Garbage						
10. Empty and Clean All Wastebaskets, Trash Receptacles, and Ash Urns						
11. Empty Recycle Containers and Bins						
12. Empty Organic Waste Recycling Bins						
13. Clean Glass, Mirrors, and Metal Handrails						
14. Clean Tables, Chairs, Countertops, and Dry Erase/Chalk Boards						

Date and Time Contractor notified of discrepancies: _____

Response Time (if emergency): _____

Date discrepancies satisfied: _____

Contractor's Supervisor: _____ Date: _____

Inspection conducted by: _____ Date: _____

LEGEND:

M = Monday T = Tuesday W = Wednesday TH = Thursday
F = Friday SA = Saturday SU = Sunday

ADDENDUM A

ATTACHMENT A (cont.)

JANITOR'S WEEKLY TASKS CLEANING CHECKLIST

Facility: _____	JANITOR Initial and date each task when completed	CITY INSPECTOR Completed Satisfactorily	
Week of (dd/mm/yy): _____			
Circle the Day of Service:	M T W TH F SA SU	YES	NO
As specified, Exhibit B, Section K.2 <i>et. seq.</i> Weekly Tasks:			
15. Dust			
16. Vacuum and Clean Fabric Seat Cushions			
17. Sweep Storage Space			
18. Floor Drains			
19. Clean Walls, Door Frames, Jambs, and Light Switches			
20. Dust Air Diffusers, Grills, Vents, and Filter Houses			
21. Clean all Window Blinds			
22. Clean Patios			
23. Clean Elevators			

Date and Time Contractor notified of discrepancies: _____

Response Time (if emergency): _____

Date discrepancies satisfied: _____

Contractor's Supervisor: _____ Date: _____

Inspection conducted by: _____ Date: _____

LEGEND: M = Monday T = Tuesday W = Wednesday
TH = Thursday F = Friday SA = Saturday SU = Sunday

ADDENDUM A

ATTACHMENT A (cont.)

JANITOR'S MONTHLY AND OPTIONAL DISCRETIONARY TASKS REQUIRING WRITTEN PRE-AUTHORIZATION CLEANING CHECKLIST

Facility: _____

Week of (dd/mm/yy): _____

Circle the Day of Service:

	JANITOR Initial and date each task when completed	CITY INSPECTOR Completed Satisfactorily	
	M T W TH F SA SU	YES	NO
As specified, Exhibit B, Section K.3 <i>et seq.</i>, Monthly Tasks:			
24. Buff Tile, Vinyl, and Hardwood Floors			
25. Machine Scrub Tile and Terrazzo Floors			
26. Dust Exposed Ceiling Pipes			
27. Clean Artwork			
As specified, Exhibit B, Section K.4 <i>et seq.</i>, Optional Discretionary Tasks Requiring Written Pre-Authorization:			
28. Strip, Wax, and Buff Tile, Vinyl/Tile, and Ceramic Flooring			
29. Clean Carpets			
30. Concrete Floor			

Date and Time Contractor notified of discrepancies: _____

Response Time (if emergency): _____

Date discrepancies satisfied: _____

Contractor's Supervisor: _____ Date: _____

Inspection conducted by: _____ Date: _____

LEGEND:

M = Monday
TH = Thursday

F = Friday

T = Tuesday
SA = Saturday

W = Wednesday
SU = Sunday

ATTACHMENT B

TRAINING CERTIFICATION FOR JANITORIAL PERSONNEL

Company's Name: _____

I certify that the employees named below have received the following training and have been provided the necessary safety equipment.

TRAINING	YES	NO	DATE
Material Safety Data Sheet (MSDS) Training			
Blood Born Pathogen Training			
Personal Protective Equipment Training			
Injury/Illness Program Training			
Employee(s) has/have been trained in safety and emergency procedures			
Employee(s) has/have been trained in the proper use of green cleaning techniques and products.			
Employee(s) has/have been furnished with appropriate uniform			

Employee Name	Facility Assigned
---------------	-------------------

Employee Name	Facility Assigned
---------------	-------------------

Employee Name	Facility Assigned
---------------	-------------------

Employee Name	Facility Assigned
---------------	-------------------

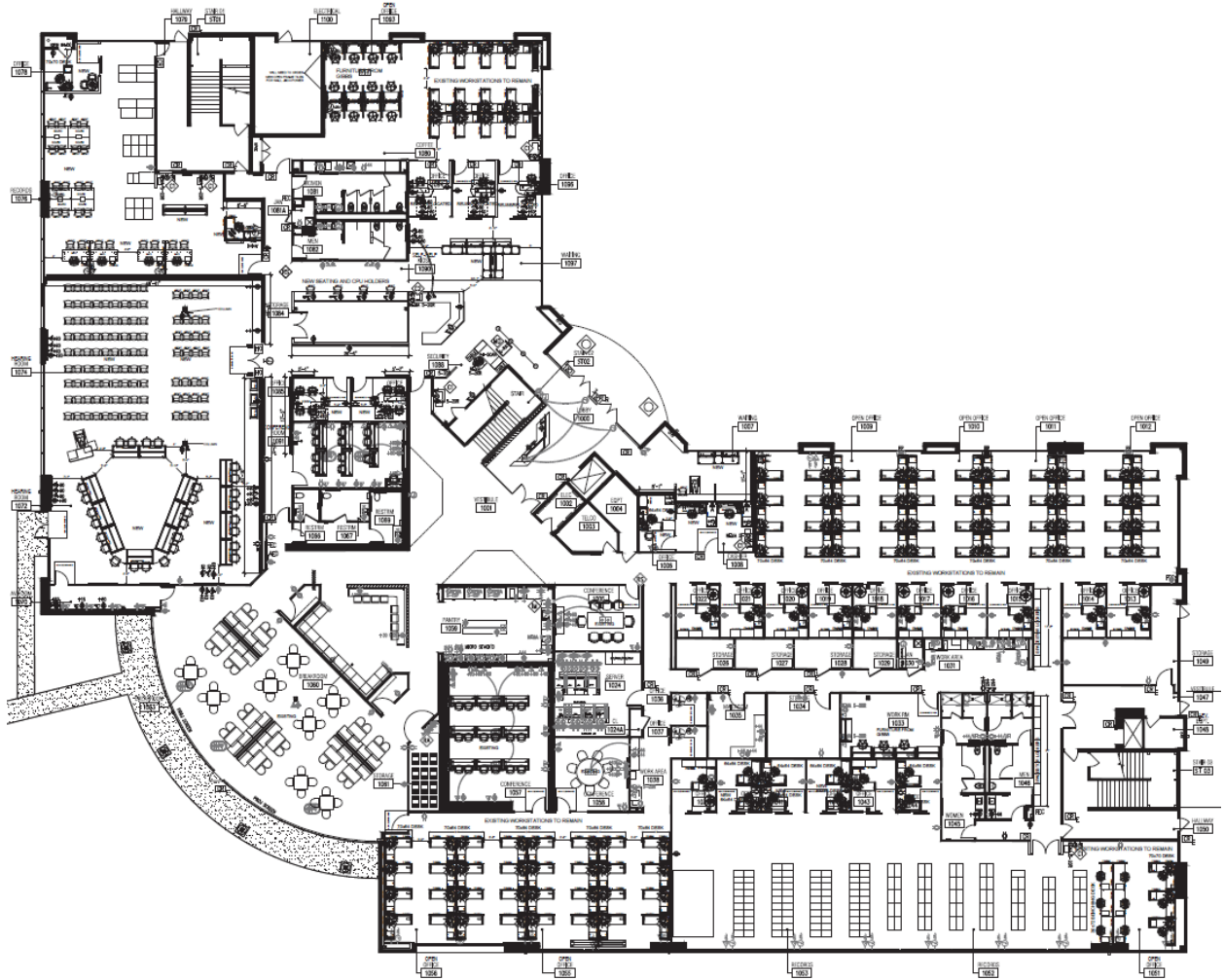
Employee Name	Facility Assigned
---------------	-------------------

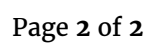
Employee Name	Facility Assigned
---------------	-------------------

Signature [<i>Authorized Company Representative</i>]	Date
--	------

Printed Name	Title
--------------	-------

ATTACHMENT C





**ATTACHMENT D
PRICING PAGES**

ROUTINE CLEANING TASKS						
Item No.	Location	Estimated Annual Visit Frequency	Description - Tasks as Specified	Single Visit Price	Unit of Measure	Extended Annual Price
1	Floor 1	249	Daily Tasks, two (2) days a week, Tuesday and Thursday, <i>excluding</i> City Observed Holidays, as specified.	\$ 230.00	Per Day	\$ 57,270.00
2	Floor 1	52	Weekly Tasks, one (1) day per week, as specified.	\$ 65.00	Per Week	\$ 3,380.00
3	Floor 1	12	Monthly Tasks, one (1) day per month, as specified.	\$ 280.00	Per Month	\$ 3,360.00
4	Floor 2	249	Daily Tasks, two (2) days a week, Tuesday and Thursday, <i>excluding</i> City Observed Holidays, as specified.	\$ 140.00	Per Day	\$ 34,860.00
5	Floor 2	52	Weekly Tasks, one (1) day per week, as specified.	\$ 62.00	Per Week	\$ 3,224.00
6	Floor 2	12	Monthly Tasks, one (1) day per month, as specified.	\$ 220.00	Per Month	\$ 2,640.00
Sub-Total:						\$ 104,734.00

EXTRA CLEANING TASKS

Item No.	Location	Estimated Square Feet	Description - Tasks as Specified	Single Visit Price	Unit of Measure	Extended Annual Price
7	Floor 1	18,678	Clean Carpets: Contractor shall wet/steam clean all carpeted areas within a site/facility; or any portion based upon the fixed price per square foot.	\$.10	Per Square Foot	\$ 1,867.80
8	Floor 2	38,239	Clean Carpets: Contractor shall wet/steam clean all carpeted areas within a site/facility; or any portion based upon the fixed price per square foot.	\$.07	Per Square Foot	\$ 2,676.73
9	Floor 1	19,073	Strip, Wax, and Buff: Contractor shall strip, wax, and buff all tile, vinyl/tile, terrazzo, and ceramic flooring areas within a site/facility, or any portion based upon the fixed price per square foot.	\$.08	Per Square Foot	\$ 1,525.84
10	Floor 1	768	Strip and Apply Concrete Cleaner: Contractor shall strip and apply concrete cleaner to all concrete flooring within a site/facility, or any portion within a facility based upon the fixed price per square foot.	\$ 1.00	Per Square Foot	\$ 768.00
Sub-Total:						\$ 6,838.37

CALL BACK AND EXTRA CLEANING SERVICES ONLY WITH WRITTEN PRE-AUTHORIZATION

Item No.	Location	Estimated Annual Visit Frequency	Description - Tasks as Specified	Single Visit Price	Unit of Measure	Extended Annual Price
11	Entire Facility	5	Call Back Services for all sites/facilities that are a part of this Group, as specified.	\$ 21.95	Per Hour	\$ 109.75
12	Entire Facility	15	Extra Cleaning Services for all sites/facilities that are a part of this Group, as specified.	\$ 21.95	Per Hour	\$ 329.25
Sub-Total:						\$ 439.00
Total:						\$ 112,011.37

Attachment E Proposal Submission Checklist

Tab A	
Addendum A - Contract Signature Page	
Exceptions and Justifications of Exceptions	
Pledge of Compliance Form	
Equal Opportunity Contracting Forms: Work Force Report Certificate of Pending Actions	
Living Wage Ordinance Certification of Compliance	
Tab B	
Title Page	
Table of Contents	
Executive Summary	
DIR Registration Number	
Training Plan	
Staffing Plan	
Business Plan	
Organization Chart	
Account Manager Resume	
Relevant Manger(s) and Supervisor(s) Resumes	
Tab C	
Completed Copy of Attachment D - Price Schedule	

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:

7650 Mission Valley Road San Diego, CA 92108
Sanitorial Services for DSD, Mission valley office

B. BIDDER/PROPOSER INFORMATION:

<u>WEPA Commercial cleaning</u>			
Legal Name	DBA		
<u>2244 Main Street Suite 3 Chula Vista CA 91911</u>			
Street Address	City	State	Zip
<u>Francisco RIVERA, President 619-259-4266</u>			
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 philanthropic, scientific, artistic, 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.

Francisco RIVERA President

Name

Title/Position

Chula Vista, CA

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

100%

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
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: _____ State of incorporation: _____

List corporation's current officers:

President:	_____
Vice Pres:	_____
Secretary:	_____
Treasurer:	_____

Type of corporation: C ☐ Subchapter S ☐

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

If Yes, after what date: _____

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: 08/24/21 State of formation: california

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

N/A

☐ 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:

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: Chase Bank

Point of Contact: Elena Olmos

Address: 503 Telegraph canyon Road chula vista 91910

Phone Number: 619-421-5511

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.: B202206986 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: CITY OF SAN DIEGO ESD

Contact Name and Phone Number: Mrs. Arnie Reyes 858-627-3704

Contact Email: ARReyes@SanDiego.gov

Address: 9601 Ridgehaven court, Suite 210, San Diego, CA 92123

Contract Date: MARCH 2020 - SEPT 2025

Contract Amount: 500,000

Requirements of Contract: Janitorial services and disinfectant

Company Name: Homeland security EOS

Contact Name and Phone Number: Alan Franklin 619-985-1312

Contact Email: AFranklin@SanDiego.gov

Address: 9601 Ridgehaven Court San Diego, CA 92123

Contract Date: MARCH 2020 - SEPT 2025

Contract Amount: 225,000

Requirements of Contract: Janitorial, Disinfectant, Carpet Cleaning

Company Name: Department of Agriculture

Contact Name and Phone Number: William Bales 619-698-0211

Contact Email: Wilbur.Bales@CDFA.CA.gov

Address: 1425 Presioca Street, Spring valley, CA

Contract Date: FEB 2022 - July 2025

Contract Amount: 200,000

Requirements of Contract: Janitorial

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 # 17W61957

3. Are you certified as any of the following:
a. Disabled Veteran Business Enterprise Certification # 2033756
b. Woman or Minority Owned Business Enterprise Certification # _____
c. Disadvantaged Business Enterprise Certification # 2033756

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: _____

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: _____

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 manner 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 _____.

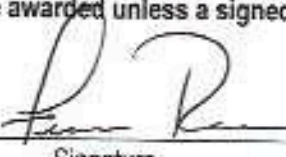
Complete all questions and sign below.

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.

<u>Francisco Rivera President</u>	<u></u>	<u>07 DEC 2025</u>
Name and Title	Signature	Date

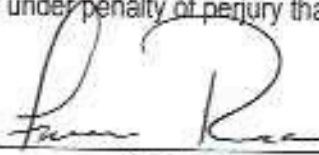
City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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.

N/A

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.

Francisco RIVERA, President
Print Name, Title


Signature

07 DEC 2025
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 proposals. 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 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 quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an 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, an 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 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 the 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 principal 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.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of 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 proposal, 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. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal 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 (EEOP) 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 EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors 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 Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor 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. Contractor'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 Council Policy 100-10 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 proposal or contract documents. 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: WEPA Commercial Cleaning

Certified By Francisco Rivera

Name

Title President


Signature

Date 07 DEC 2025

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: WEPA Commercial Cleaning

ADA/DBA:

Address (Corporate Headquarters, where applicable): 2244 Main Street Suite 3

City: Chula Vista County: San Diego State: CA Zip: 91911

Telephone Number: 619-259-4266 Fax Number:

Name of Company CEO: Francisco Rivera

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 Type of License: _____

The Company has appointed: Francisco Rivera

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

Address: 2244 Main Street Suite 3 Chula Vista CA 91911

Telephone Number: 619-259-4266 Fax Number: _____ Email: FRIVERA@WEPACOMMERCIALCLEANING.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 WEPA commercial cleaning

(Firm Name)

San Diego

(County)

California

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 07 day of DEC, 2025

[Signature]

(Authorized Signature)

Francisco Rivera

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

 NAME OF FIRM: WEPA Commercial cleaning

 DATE: 07 DEC 2025

 OFFICE(S) or BRANCH(ES): 2244 main street suite 3 Chula Vista 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 | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

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			1											
Professional			1											
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services	1		7	9	1									
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1		9	9	1									
--------------------	---	--	---	---	---	--	--	--	--	--	--	--	--	--

Grand Total All Employees

20

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: WEPA Commercial cleaning

 DATE: 07 Dec 2025

 OFFICE(S) or BRANCH(ES): 2244 Main Street Suite 3

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

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


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



WEPA COMMERCIAL CLEANING (PROPOSAL)

Wepa Commercial Cleaning – Excellence Backed by Technology

At Wepa Commercial Cleaning, a nationally recognized Veteran-Owned and Operated company, we deliver professional janitorial and maintenance services with military precision, unmatched integrity, and a relentless commitment to customer satisfaction.

BACKGROUND CHECKS & ETHICS COMPLIANCE

We conduct comprehensive multi-point background checks through a trusted third-party agency to ensure every team member aligns with our core values and meets strict ethical and compliance standards.



OUR ONBOARDING PROCESS – TAKING ON A JOB

Every project begins with a structured and professional onboarding process:

01

In-depth on-site walkthrough with the client

02

Detailed job scope assessment

03

Confirmation that our team can fully meet or exceed

Expectations

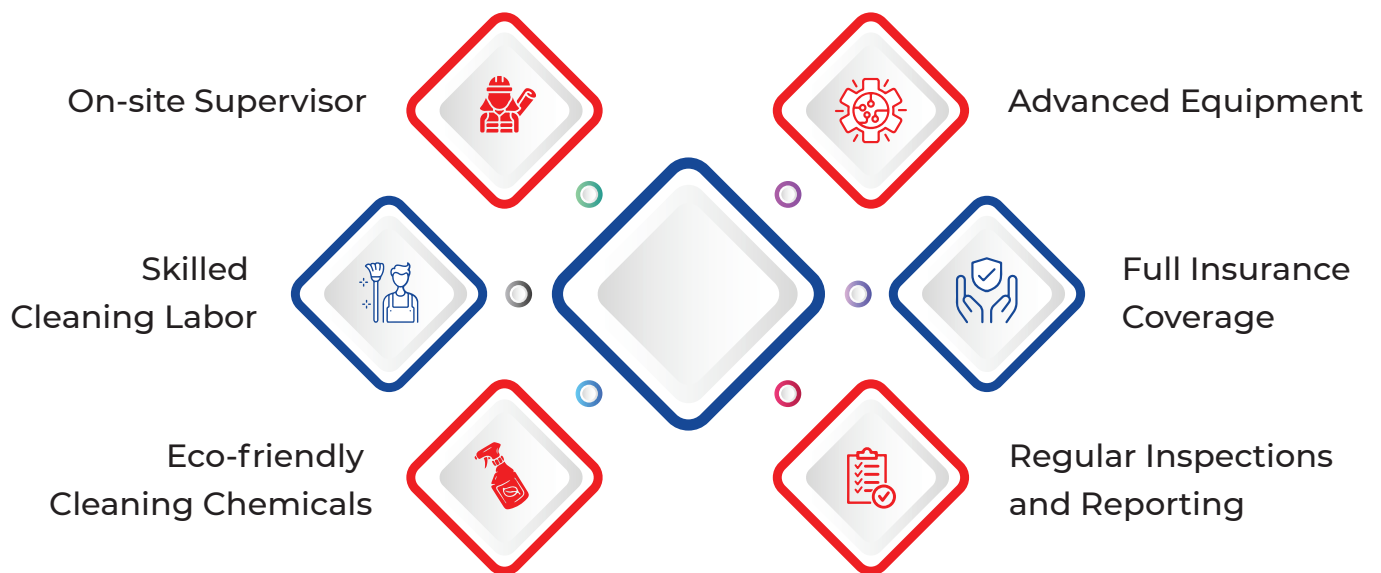
01

Custom cleaning program development

We don't just show up—we prepare, plan, and perform with purpose.

COMPREHENSIVE, TRANSPARENT PRICING

Our quoted price includes all necessary components—no hidden fees:



TECHNOLOGY IN ACTION – POWERED BY CONNECTTEAM

At Wepa, we embrace technology to maintain efficiency, communication, and accountability.

We use the Connecteam App to:



Our supervisors also use iPads to capture before-and-after photos and videos, giving clients visibility, reinforcing quality control, and helping us train our teams using real field data.

WHO WE ARE

Wepa Commercial Cleaning is a proven leader in the commercial and industrial cleaning space. Our company is certified as a SDVOSB, DVBE, VOB, MBE, SLBE, and DBE, and we proudly uphold the principles of discipline, accountability, and service excellence.

CORE VALUES



Military Standards



Dependability



Integrity



Technology-Driven Performance.

We don't just clean—we protect your brand and your space with the same pride we served our country.





**CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPARTMENT
PROPOSAL FOR
JANITORIAL SERVICES
FOR THE DEVELOPMENT SERVICES DEPARTMENT (DSD)
MISSION VALLEY OFFICE**

Solicitation Number: 10090437-26-B

Submitted By:
WEPA COMMERCIAL CLEANING LLC
A Service-Disabled Veteran-Owned Small Business (SDVOSB)
A Disabled Veteran Business Enterprise (DVBE)
A Veteran-Owned Business (VOB)
A Minority-Owned Business (MBE)
A Small Local Business Enterprise (SLBE) – Certification #17WC1957

- SBA Awards:
- 2023 SBA Veteran Small Business of the Year
 - 2024 SBA Small Business Person of the Year

- 2026 SBA Veteran Small Business Champion Nominee

Address: 2244 Main Street, Suite 3, Chula Vista, CA 91911

Phone: (619) 259-4266

Email: FRivera@WepaCommercialCleaning.com

Website: www.WepaCommercialCleaning.com

Submitted By: Francisco Javier Rivera, President
Service-Disabled U.S. Navy Veteran





Table of Contents

Executive Summary

DIR Registration Number

1. Introduction and Service Philosophy

2. Training Plan

2.1 Training Philosophy

2.2 Mandatory Weekend Comprehensive Training

2.3 Monthly Advanced Training at Wepa Warehouse

2.4 Site-Specific Orientation for DSD Mission Valley

2.5 Training Documentation

3. Staffing Plan

3.1 Staffing Philosophy

3.2 Contract Staffing Overview

3.3 Backup Staffing

3.4 Recruiting and Retention

3.5 Management Oversight

3.6 Communication and Responsiveness

4. Business and Operations Plan

5. Quality Assurance Plan

6. Environmental Management Plan

7. Security Protocols

8. Contract Startup and Closeout

8.1 Contract Startup Process

8.2 Baseline Facility Assessment

8.3 Fresh Start Detail Cleaning (Startup Weekend)

8.4 Staff Orientation and Deployment

8.5 Equipment and Supply Mobilization

8.6 Communication Setup

8.7 Initial Quality Verification

8.8 Contract Closeout Process

9. Technology and Innovation Plan

9.1 Electrostatic Sprayers – 360° Disinfection

9.2 ATP Meters – Scientific Cleanliness Verification

9.3 Drone-Assisted RO Window Cleaning

9.4 Connecteam Workforce Management System

9.5 Equipment Tracking & Preventative Maintenance

9.6 Innovation for Continuous Improvement

10. Conclusion



Executive Summary

Wepa Commercial Cleaning LLC is honored to submit this proposal to provide janitorial services for the City of San Diego's Development Services Department (DSD) Mission Valley Office. As a San Diego-based, Service-Disabled Veteran-Owned and Operated Small Business, Wepa brings a mission-focused, disciplined, and accountability-driven approach to facility maintenance. Our leadership—including veterans of the United States Navy—built this company on the principles of integrity, readiness, precision, and unwavering commitment to the mission.

Wepa is an award-winning organization recognized for excellence, innovation, and community service. Our distinctions include the SBA 2024 Small Business Person of the Year, the SBA 2023 Veteran Small Business of the Year, and our newest honor: 2026 SBA Veteran Small Business Champion Nominee. These achievements demonstrate our continued leadership and commitment to delivering superior service while uplifting the veteran and business community.

This proposal has been crafted specifically for the operational needs of the DSD Mission Valley Office, a high-traffic, public-facing environment requiring consistent, reliable, and detail-oriented janitorial support. Wepa offers a uniquely structured service model that assigns specialized roles to each custodian, supported by rigorous training and backed by a veteran-led management team known for rapid response, adaptability, and mission-focused execution.

Our approach includes a mandatory weekend training academy, monthly advanced training, CPR/AED/First Aid certification for 100% of our employees, and specialized instruction in floor care, carpet cleaning, window cleaning, pressure washing, biohazard handling, and OSHA-compliant safety procedures. This is supported by advanced cleaning technologies such as electrostatic sprayers, ATP scientific testing, drone-assisted exterior window cleaning with reverse osmosis water, and the Connecteam workforce management platform for supervision, communication, and timekeeping.

As a veteran-owned company with proven operational strength, award-winning performance, and deep commitment to excellence, Wepa Commercial Cleaning LLC is uniquely equipped to exceed the City's expectations and provide a reliable, safe, and professionally maintained environment for the DSD Mission Valley Office.

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-1000865382

Janitorial Services Registration

REGISTRANT WITH EMPLOYEES

Effective Date	Expiration Date
3/4/2025	3/4/2026

Wepa Commercial Cleaning LLC
1131 Sparrow Lake Road
Chula Vista, CA 91913

Workers Compensation Insurance Expiration Date:
October 2, 2025

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

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

POST IN A CONSPICUOUS PLACE

ALTERATIONS WILL VOID THIS REGISTRATION

Introduction and Service Philosophy

Wepa Commercial Cleaning LLC presents this comprehensive Technical Narrative for janitorial services at the Development Services Department (DSD) Mission Valley Office. Our operational framework prioritizes safety, quality, innovation, accountability, and professional service delivery. With over a decade of janitorial excellence across City, County, State, and Federal contracts, Wepa applies proven systems to ensure consistent, responsive, and high-caliber service.

Our approach integrates rigorous training, structured staffing, a performance-driven operations plan, advanced cleaning technologies, and environmental responsibility aligned with ISO-14001.

Training Plan

2.1 Training Philosophy

Wepa's training program is built on three principles:

1. Safety First
2. Standardization
3. Continuous Improvement

Every employee receives foundational training before assignment and ongoing reinforcement through monthly sessions and evaluations.

2.2 Mandatory Weekend Comprehensive Training

Before assignment to any City facility, employees must complete Wepa's mandatory weekend training academy covering:

1. Biohazard handling
2. Infection control
3. Chemical safety and SDS training
4. OSHA bloodborne pathogens
5. Restroom sanitation
6. Floor care mastery
7. HAZMAT awareness
8. PPE training
9. Emergency response
10. Waste stream compliance

Employees are tested through written and hands-on evaluations before deployment.

2.3 Monthly Advanced Training at Wepa Warehouse

Monthly mandatory training includes:

Life-Saving Certifications (all employees):

- CPR
- AED
- First Aid

Advanced Custodial Skills:

- Floor stripping and waxing
- Burnishing and machine scrubbing
- Carpet extraction and stain treatment
- Window cleaning
- Pressure washing and runoff control
- Equipment troubleshooting

2.4 Site-Specific Orientation for DSD Mission Valley

Before any employee begins work at the DSD Mission Valley Office, Wepa Commercial Cleaning conducts a mandatory, detailed, site-specific orientation tailored to the building's unique operational, environmental, and security needs. This ensures that every custodian assigned to this facility understands not only how to perform their responsibilities, but how to do so safely, efficiently, and in alignment with City expectations.

The site-specific orientation includes:

Building Layout and Navigation

Employees complete a guided walkthrough of the entire facility, including:

- Public-facing areas, service counters, conference rooms, and lobby spaces
- Restrooms, breakrooms, and high-traffic zones
- Restricted areas and staff-only corridors
- Emergency exits, evacuation routes, stairwells, and assembly points
- Janitorial closets, chemical storage rooms, water fill stations, and equipment storage areas

This ensures staff understand the flow of the building and can work efficiently without interrupting daily operations.

Restricted Areas and Access Control

Employees receive instruction on:

- Areas requiring badge access or prior authorization
- Procedures for entering restricted or sensitive locations
- Protocols for working around confidential documents or workspaces
- Expectations for maintaining privacy and discretion

Staff are trained never to enter unauthorized spaces and to respect all security boundaries established by the City.

Janitor's Cleaning Checklists and Task Expectations

Each employee receives hands-on instruction with the City's Janitor's Cleaning Checklists. Training includes:

- Understanding daily, weekly, and monthly task frequencies
- Proper documentation and supervisor sign-off procedures
- Identifying priority areas based on usage levels
- Following workflow sequences to maximize efficiency and quality

This ensures alignment with the City's Scope of Work and operational standards.

Waste Segregation and Recycling Procedures

Orientation includes detailed instruction on the facility's waste management system:

- Proper disposal of general waste, recycling, and organics
- Handling of confidential document bins and secure shredding containers
- Transport routes to exterior dumpsters
- Spill prevention, cleanup protocols, and safe bag removal
- Procedures for reporting damaged receptacles or overflowing waste stations

This ensures compliance with the City's environmental and sustainability policies.

Environmental Stewardship Requirements

Employees receive site-specific guidance on:

- Use of green-certified cleaning products
- Avoiding chemical misuse or over-application
- Preventing runoff or contamination in exterior areas

- Protecting landscaping, plants, and hardscapes
- Minimizing water and energy usage during cleaning tasks

These practices support the City's environmental objectives and ISO-14001 alignment.

Security and Safety Protocols

Orientation includes instruction on:

- Proper use of City-issued access badges
- Lock-up procedures and nighttime security checks
- Procedures for lights-off and facility closure
- Identifying and reporting suspicious behavior or safety hazards
- Emergency communication protocols with City staff and Wepa supervisors
- Procedures for lost keys, badges, or security concerns

Night-shift employees receive additional instruction on securing all doors, ensuring all lights are turned off, and verifying that the building is fully secured before exiting.

Emergency Preparedness

Employees receive instruction tailored to the building's emergency needs, including:

- Earthquake, fire, and medical emergency response procedures
- Use of AED stations and identifying emergency equipment locations
- Reporting building maintenance hazards (leaks, broken fixtures, unsafe flooring, etc.)
- Incident documentation through the Connecteam app

Since every Wepa employee is CPR, AED, and First Aid certified, staff are prepared to respond appropriately to emergencies while waiting for authorized personnel.

Performance Expectations and Communication Protocols

Employees are briefed on:

- Wepa's standards for professionalism and customer service
- Interaction protocols when engaging with City staff or the public
- How to communicate issues, supply shortages, maintenance concerns, or incidents
- Logging information through Connecteam, including photos, notes, and timestamped reports

This ensures staff maintain a consistent, professional presence at all times.

2.5 Training Documentation

Wepa Commercial Cleaning maintains comprehensive, well-organized, and continuously updated training records for every employee assigned to the DSD Mission Valley Office. These records ensure accountability, verify compliance with OSHA and City standards, and provide full transparency regarding employee qualifications and training history.

Each employee's training file includes the following:

Training Completion Certificates

Documentation verifying completion of all required training modules, including:

- Mandatory Weekend Training Academy
- OSHA Bloodborne Pathogens
- Chemical Safety and SDS handling
- Biohazard awareness
- PPE usage and disposal
- HAZMAT awareness
- Emergency response procedures
- Waste stream compliance
- Restroom sanitation and infection control
- Floor care, carpet care, window cleaning, and equipment operation

Certificates are stored digitally and in hard copy.

Life-Saving Certification Records

Wepa maintains active certification records for:

- CPR
- AED
- First Aid

These certifications are renewed according to required cycles, and expirations are monitored through an automated tracking system.

Monthly Training Attendance Logs

Each training session conducted at Wepa's warehouse is documented and includes:

- Employee name and ID
- Date and duration of training
- Instructor name
- Topics covered
- Practical skill demonstrations

- Pass/fail status or retraining requirements

Logs are archived and accessible for audit or review.

Performance Evaluations and Skill Assessments

Wepa documents the results of:

- Hands-on equipment demonstrations
- Cleaning technique assessments
- Chemical use proficiency
- Safety compliance evaluations
- Site-specific readiness checks

Any identified deficiencies trigger immediate coaching or mandatory retraining.

Site Orientation Documentation

All employees receive documentation showing successful completion of DSD Mission Valley orientation covering:

- Building layout
- Restricted areas
- Waste management procedures
- Security protocols
- Environmental stewardship
- City-specific expectations

This ensures that every employee deployed on-site is fully prepared and authorized.

Refresher Training Records

Training records include dates of:

- OSHA refresher coursework
- Safety updates
- SOP revisions
- Emergency procedure reviews
- Annual compliance training

Wepa uses automated reminders to ensure every employee remains current.

Digital Training Archive and City Access

All training documentation is maintained in a secure digital archive managed by Wepa's HR and Compliance Division. Records can be provided to the City upon request, including:

- Individual employee training files
- Training matrices for all staff assigned to the contract
- Audit logs and verification documents
- Certificates or credentials

This transparent system ensures Wepa meets or exceeds all City, State, and Federal training documentation requirements.

Staffing Plan

3.1 Staffing Philosophy

Wepa maintains a trained, stable, and background-checked workforce. Staffing levels are designed to meet and exceed the contract requirements while ensuring reliability and consistency.

3.2 Contract Staffing Overview

Wepa assigns specific tasks to each custodian to reduce complaints, increase efficiency, and improve consistency.

Night Shift (Mon - Fri, 5:00 PM – Midnight):

- 1 Night Supervisor / Working Lead
- 3-4 General Janitors (task-specialized)
- 1 Floor Care / Utility Technician

Night Supervisor Duties:

Responsible for staff deployment, inspections, verification of completion, deficiency correction, and building security (lights off, doors locked, facility secured).

Task-Specialized Roles:

Trash Removal Technician

Handles all trash, recycling, and transport to dumpsters.

Restroom Specialist

Performs full restroom sanitation and restocking.

Floor Care Custodian

Performs vacuuming, sweeping, and mopping of all floors.

Detail and Disinfection Custodian

Manages dusting, interior windows, high-touch disinfection, and surface cleaning.

This structure improves accountability, reduces missed tasks, and expands cleaning impact across the full facility.

3.3 Backup Staffing

As a Service-Disabled Veteran-Owned and Operated company, Wepa incorporates military principles of readiness and adaptability. Our leadership—including Francisco, Noel, and Javier—ensures backup support is always available and mission completion is guaranteed.

Dedicated reserves for this contract:

- 2 Reserve Janitors
- 1 Reserve Supervisor

These employees are fully trained and site-oriented.

Veteran Leadership Advantage:

Our leadership team is prepared to deploy personally when needed and is not included in reserve counts, providing an additional layer of reliability.

Every Wepa account includes guaranteed backup staffing, ensuring uninterrupted service during absences, emergencies, or unexpected needs.

3.4 Recruiting and Retention

Wepa invests deeply in employee satisfaction, resulting in superior retention and consistent service.

Key components:

Higher Wages

We pay above industry standard, attracting higher-quality employees.

Career Growth

Employees can advance into roles such as Lead, Supervisor, Trainer, Day Porter, or Technician.

Family-Oriented Company Culture

Employee outings include:

- Private movie theater rentals
- SeaWorld trips
- Padres games
- LEGOLAND family events

Annual Thanksgiving Dinner

Held for employees and families two weeks before the holiday.

Financial Benefits

- 401(k)
- Tax assistance
- Bonuses
- Stable schedules

These benefits produce motivated, long-term employees who deliver consistent, high-quality service.

3.5 Management Oversight

Wepa Commercial Cleaning utilizes a layered, highly structured management model designed to ensure accountability, responsiveness, and consistent contract performance at the DSD Mission Valley Office. This approach aligns with Wepa's veteran-led principles of clear leadership hierarchy, mission-focused execution, and proactive supervision.

The management model consists of three primary tiers: Account Manager, Night Supervisor, and Day Porter. Each role has defined responsibilities that work together to provide continuous oversight and high-quality service.

Account Manager (Primary Point of Contact)

The Account Manager serves as the highest level of contract oversight and is the City's main liaison. Responsibilities include:

- Overseeing overall contract performance and operational compliance

- Managing communication with City representatives, building managers, and facility supervisors
- Conducting scheduled and unscheduled site visits to verify quality standards
- Reviewing and approving all staffing assignments and scheduling adjustments
- Analyzing inspection results, corrective action reports, and performance metrics
- Ensuring all training requirements and certifications remain current for assigned staff
- Coordinating resources for special projects, emergencies, or City-requested tasks
- Leading quarterly performance meetings and participating in City-led evaluations

The Account Manager ensures that contractual expectations are met or exceeded and that Wepa maintains full operational readiness at all times.

Night Supervisor / Working Lead (On-Site Operational Leader)

The Night Supervisor provides direct leadership to the custodial team during the primary cleaning shift. Responsibilities include:

- Deploying staff to assigned tasks at the start of each shift
- Monitoring task completion and ensuring adherence to City-issued cleaning checklists
- Conducting mid-shift and end-of-shift walkthroughs to verify quality
- Providing on-the-spot corrective coaching or retraining as needed
- Ensuring building security by verifying all lights are off, doors are locked, and the facility is fully secured
- Reporting maintenance issues, damage, safety concerns, or unusual incidents
- Documenting nightly performance updates and submitting digital reports through Connecteam
- Serving as the point of contact for after-hours communication with City personnel

The Night Supervisor ensures hands-on leadership, accountability, and real-time problem-solving during the most active hours of custodial operations.

Day Porter (Daytime Support and Client Interface)

The Day Porter maintains the facility's cleanliness and supports staff during business hours. Responsibilities include:

- Responding to City requests and immediate cleaning needs during the day
- Maintaining high-traffic areas such as lobbies, restrooms, public counters, elevators, and breakrooms
- Handling spills, restocking supplies, spot-cleaning floors, and supporting scheduled events or meetings
- Monitoring restrooms regularly for cleanliness, odors, or supply shortages
- Serving as a customer-service representative for Wepa, interacting professionally with City staff and the public
- Reporting repair needs, supply depletion, or operational issues directly to the Account Manager and Night Supervisor

- Assisting with inspection readiness and preparation for City walkthroughs

The Day Porter provides strong daytime visibility, ensuring the facility remains presentable and responsive to immediate needs throughout operating hours.

Unified Oversight and Communication System

Wepa integrates Connecteam as a centralized communication and documentation platform, allowing all management tiers to:

- Share updates, photos, inspection checklists, and incident reports
- Track clock-ins with geo-fencing for employee accountability
- Review daily, weekly, and monthly cleaning tasks
- Submit work orders or supply requests
- Maintain real-time communication between management and staff

This layered oversight system ensures seamless coordination, rapid response, consistent quality, and full transparency for the City.

3.6 Communication and Responsiveness

Wepa Commercial Cleaning prioritizes clear communication, rapid responsiveness, and reliable service execution. Our communication model is designed to meet the City's expectations while maintaining full transparency and accountability across all janitorial operations. This responsiveness is rooted in our veteran-led leadership philosophy—swift, precise, and mission-driven execution.

Wepa provides the following standards for communication and response times:

- 24/7 availability for City personnel, emergencies, or facility needs
- 15-minute acknowledgment of all emergency calls or requests
- 4-hour physical response and completion of emergency tasks (or sooner when required)
- 1-hour acknowledgment for non-emergency issues
- Next-business-day completion of corrective actions unless otherwise directed

These response times exceed typical janitorial industry standards and reflect Wepa's commitment to reliability and customer service.

Communication Channels

Wepa uses multiple layers of communication to ensure no issue goes unanswered:

- Direct phone contact with the Account Manager
- Night Supervisor on-site communication during custodial hours

- Day Porter availability during regular business hours
- After-hours emergency hotline monitored by Wepa leadership
- Digital communication through the Connecteam platform

This multi-channel approach ensures that City staff have constant access to support and service coordination.

Connecteam Workforce Management System

Wepa leverages the Connecteam app to centralize communication, reporting, and documentation. The system supports:

- Real-time messaging between staff, supervisors, and management
- Submission of incident reports with timestamps, notes, and photos
- Digital checklists tied to daily, weekly, and monthly task requirements
- Geo-fenced timekeeping to verify on-site employee attendance
- Automated notifications to management for issues requiring escalation
- Documentation of corrective actions and follow-up results

This technology ensures complete visibility and rapid action across all levels of service.

Proactive Communication and Issue Resolution

In addition to responding quickly, Wepa engages in proactive oversight through:

- Daily supervisor updates
- Weekly digital summary reports
- Monthly review meetings (optional or as requested by the City)
- Immediate reporting of facility issues observed during cleaning, including safety hazards, maintenance concerns, and security risks

Our proactive approach helps identify potential issues early, often before they become operational problems for the City.

4. Business and Operations Plan

Wepa Commercial Cleaning executes operations using a structured, methodical system based on the City's Scope of Work (SOW). This ensures thorough coverage, consistent quality, and clear accountability for all assigned tasks. Our operations blend veteran discipline, industry best practices, and modern technology to deliver a dependable janitorial program for the DSD Mission Valley Office.

Daily, Weekly, Monthly, and As-Needed Cleaning Frequencies

Wepa organizes cleaning tasks into defined frequency categories aligned with the SOW:

Daily Tasks

Include restrooms, breakrooms, kitchens, high-touch surfaces, trash removal, vacuuming, mopping, lobby areas, elevators, and staff workspaces.

Weekly Tasks

Include dusting high surfaces, vents, furniture detailing, polishing stainless steel, cleaning interior glass, and more thorough floor care.

Monthly Tasks

Include machine scrubbing, high dusting, deep restroom detailing, carpet spot treatment, and preventative maintenance cleaning.

As-Needed Tasks

Include spill response, event support, additional disinfection protocols, emergency cleaning, floor restoration, or special project requests.

Structured Workflow and Task Assignments

Wepa's task-specialization model ensures that cleaning responsibilities are clearly defined, evenly distributed, and systematically executed. Each custodian is assigned a specific category of tasks—trash, restrooms, floors, or detail cleaning—allowing them to develop expertise and complete tasks more efficiently.

This structured workflow minimizes missed tasks, improves accountability, and enhances overall quality.

Supervisor Oversight and Verification

Night Supervisors and Management conduct routine inspections and use City-provided cleaning checklists to verify completion of tasks. Oversight includes:

- Mid-shift checks to ensure progress is on schedule
- End-of-shift quality inspections to verify all areas meet City standards
- Digital documentation using Connecteam to record completed tasks and any issues
- Corrective actions or retraining initiated immediately upon observation of deficiencies

Supply and Equipment Management

Wepa maintains strict control of supplies and equipment through:

- Monitoring of supply levels and proactive replenishment
- Use of eco-friendly, green-certified chemicals
- Regular equipment maintenance and safety checks
- Replacement of worn or malfunctioning equipment to avoid service disruption

All supplies and equipment necessary to meet the SOW are included at no additional cost to the City.

Operational Flexibility

Wepa maintains the ability to adjust operations based on:

- Seasonal flu or illness spikes
- Public events increasing building traffic
- Weather impacts
- Special City requests or schedule changes

Backup staffing ensures uninterrupted service, even during unexpected absences or emergencies.

Veteran-Led Operational Excellence

Wepa's veteran leadership ensures consistent discipline, attention to detail, and mission-focused execution. Staff operate with professionalism, respect for the facility, and a commitment to ensuring the DSD Mission Valley Office is clean, safe, and operational at all times.

5. Quality Assurance Plan

Wepa Commercial Cleaning maintains a comprehensive, multi-layered Quality Assurance (QA) program designed to ensure consistent, high-quality service delivery at the DSD Mission Valley Office. Our QA framework combines veteran discipline, structured inspections, measurable performance indicators, continuous improvement practices, and technology-driven oversight. This system ensures that all janitorial tasks meet or exceed the City's Scope of Work and performance expectations.

Wepa's QA program integrates nightly supervisory inspections, weekly management reviews, corrective action tracking, surprise inspections, and quarterly joint inspections with City staff.

Nightly Supervisor Inspections

Every night, the Night Supervisor conducts systematic inspections across all service areas to verify completion of all required tasks, including restrooms, floors, trash removal, high-touch disinfection, and building security. These inspections are documented through Connecteam with photos, notes, and timestamped verification.

Weekly Management Reviews

The Account Manager reviews the week's performance, analyzing inspection results, corrective action status, staffing performance, supply usage, and communications from City staff. Where needed, the Account Manager implements retraining, operational adjustments, or process improvements.

Corrective Action Tracking and Resolution

Wepa uses a formal Corrective Action Plan (CAP) system that includes root cause analysis, action steps, responsibility assignment, verification of completion, and documented follow-up. Standard issues are resolved by the next business day; urgent concerns are addressed within hours.

Surprise Inspections by Wepa Leadership

In addition to scheduled inspections, Wepa conducts unannounced surprise inspections at various times—day, evening, and night—to ensure authentic performance monitoring and prevent complacency. These inspections are performed by:

- The Account Manager
- Senior Operations Management
- Veteran leadership, including Francisco, Noel, or Javier

During surprise inspections, management evaluates:

- Quality and consistency of cleaning
- Staff adherence to safety and PPE requirements
- Completion of specialized tasks
- Appearance and sanitation of restrooms and common areas
- Supply levels and equipment condition
- Employee professionalism and adherence to Wepa's standards
- Building security compliance

Surprise inspections are scored using internal evaluation tools and immediately reviewed with the Night Supervisor. Any deficiencies identified result in same-day corrective actions and, if needed, additional training or coaching for staff.

These random inspections reinforce accountability, maintain high performance throughout the contract duration, and ensure the City receives consistently excellent service.

Quarterly Joint Inspections with City Staff

Wepa participates in quarterly joint inspections with the City to evaluate overall performance, address priorities, and ensure alignment with facility needs. Findings are incorporated into the next quarter's operational strategy.

Use of Connecteam for Quality Control Documentation

Connecteam supports our QA system with digital checklists, inspection logs, corrective action tracking, incident reporting, and an audit trail of completed work. This ensures transparency and easy access to performance data for the City.

Proactive Quality Improvement

Wepa engages in ongoing quality improvement through:

- Additional training based on inspection trends
- Random spot checks by management
- Seasonal workload adjustments
- Equipment maintenance and replacement
- Solicitation of feedback from City staff

Veteran-Led Accountability

Our veteran leadership ensures discipline, accuracy, and mission-focused execution. This mindset permeates our QA system, ensuring consistent excellence and dependable service for the DSD Mission Valley Office.

6. Environmental Management Plan

Wepa Commercial Cleaning is committed to supporting the City of San Diego's sustainability objectives by implementing environmentally responsible cleaning practices aligned with ISO-14001 principles. Our Environmental Management Plan focuses on minimizing environmental impact, reducing chemical usage, conserving resources, and ensuring safe, eco-conscious cleaning throughout the DSD Mission Valley Office.

Use of Green-Certified Cleaning Products

Wepa exclusively utilizes Green Seal– or EPA Safer Choice–certified products for daily cleaning tasks, ensuring:

- Reduced toxicity and safer indoor air quality
- Lower environmental impact
- Compliance with City and State green-cleaning requirements
- Healthier working environments for both City staff and custodians

Chemicals are pre-measured or dispensed via dilution control systems to eliminate waste and ensure proper usage.

Reverse Osmosis (RO) Water Cleaning Systems

For window cleaning and pressure washing tasks, Wepa uses RO-water technology, which:

- Eliminates the need for soaps or detergents
- Prevents chemical runoff into surrounding soil, landscaping, and storm drains
- Provides a streak-free finish on glass surfaces
- Reduces environmental impact and aligns with sustainable cleaning practices

Our drone-assisted RO window cleaning system further enhances environmental protection by minimizing ground disturbance and eliminating the need for chemical-based solutions.

Waste Reduction and Sustainable Practices

Wepa implements waste reduction strategies to support the City's recycling and sustainability goals, including:

- Proper sorting of waste, recycling, and organics
- Ensuring custodians are trained on City recycling standards
- Reducing plastic consumption through reusable microfiber systems
- Using concentrated cleaning solutions to minimize packaging waste
- Encouraging refill and reuse systems for spray bottles and containers

Our staff monitors waste streams daily and reports contamination or improper disposal practices to management.

Energy and Water Conservation

To reduce environmental impact, Wepa trains staff to:

- Turn off lights in unoccupied areas
- Report water leaks or running fixtures immediately
- Use cold water where appropriate to conserve energy
- Use microfiber mops that require significantly less water than traditional systems

These measures help conserve resources and reduce the facility's environmental footprint.

Training in Environmental Stewardship

Environmental responsibility is integrated into Wepa's mandatory weekend training and reinforced monthly. Employees receive training in:

- Green cleaning standards
- Safe chemical handling
- Spill prevention and cleanup
- Sustainable waste practices
- RO-water and chemical-free cleaning techniques

This ensures every employee understands their role in protecting the environment.

ISO-14001 Alignment

Wepa's environmental practices align with ISO-14001 principles, emphasizing:

- Continuous improvement
- Risk reduction
- Environmental impact mitigation
- Regulatory compliance
- Documentation and reporting

Our systems support the City's sustainability priorities and demonstrate Wepa's commitment to environmentally responsible operations.

7. Security Protocols

Wepa Commercial Cleaning implements strict security procedures to ensure the safety of City personnel, public visitors, and the DSD Mission Valley facility. Our security protocols are built around controlled access, disciplined behavior, and professional conduct—reinforced by our veteran-owned leadership, which places high value on accountability and situational awareness.

Employee Background Screening and Clearance

All Wepa employees undergo a Live Scan background check prior to assignment. This includes:

- DOJ criminal record review
- FBI background screening
- Identity verification
- Eligibility to work confirmation

Employees are not assigned to the DSD Mission Valley Office until clearance is fully approved.

Strict ID Badge and Uniform Requirements

Employees must:

- Wear company-issued uniforms and visible photo ID badges at all times
- Follow City ID badge access levels and restrictions
- Report lost or damaged badges immediately
- Never share badges, keys, or access cards

This ensures security integrity and prevents unauthorized access.

Key Control and Access Management

Wepa enforces stringent key control protocols:

- Keys are issued only to authorized personnel
- Keys must be signed out and in daily
- Lost key procedures are followed immediately and reported to City staff
- Spare keys are stored securely and monitored by management

Employees are trained to never prop doors open or grant access to unauthorized individuals.

Restricted Area Compliance

Custodians receive training on:

- Areas requiring special authorization
- Handling confidential workspaces with discretion
- Maintaining privacy in office settings
- Reporting suspicious activity or unsecured sensitive areas

Wepa staff strictly follow restricted access rules and respect all City security requirements.

Building Security at End of Shift

The Night Supervisor conducts a complete facility security sweep, ensuring:

- All interior and exterior doors are locked
- All lights are turned off
- Supply closets and equipment rooms are secured
- No unauthorized individuals remain inside
- Alarms or security systems are set (if applicable)

The Supervisor documents the security check using Connecteam, providing time-stamped verification.

Incident Reporting and Emergency Response

Wepa trains staff to identify and report:

- Security breaches
- Unlocked or damaged doors
- Suspicious persons or activities
- Maintenance hazards
- Emergency situations requiring City notification

Incidents are logged through Connecteam with supporting photos and descriptions; urgent matters are communicated immediately to City staff.

Veteran-Led Security Culture

Wepa's veteran leadership instills:

- Situational awareness
- Discipline in access control
- Respect for facility security protocols
- Strong chain-of-command communication

This creates a team that treats facility security with the seriousness and precision it deserves.

8. Contract Startup and Closeout

Wepa Commercial Cleaning follows a structured and methodical approach to both contract startup and contract closeout, ensuring a smooth transition, uninterrupted service delivery, and full compliance with the City's expectations. Our veteran-led leadership team excels at planning, coordination, and execution, enabling immediate operational stability from day one and a professional, orderly closeout at contract end.

Contract Startup Process

Wepa's startup process is comprehensive and designed to ensure all personnel, equipment, schedules, and communication channels are fully aligned before service begins. Key components include:

Joint Walkthrough of Facility

Before services commence, Wepa conducts a detailed walkthrough with City representatives to:

- Assess the current condition of all service areas
- Identify special cleaning needs or high-priority spaces
- Review traffic patterns and operational constraints
- Document existing deficiencies or areas requiring immediate attention

This establishes a clear performance baseline.

Baseline Facility Assessment

Wepa documents the starting condition of:

- Restrooms

- Carpets and hard-surface floors
- Windows and interior glass
- High-touch surfaces
- Breakrooms and common areas
- Waste and recycling stations

All findings are recorded through photos and reports stored digitally for transparency.

Fresh Start Detail Cleaning (Startup Weekend)

When Wepa takes over a new facility, we prefer to start fresh rather than inherit the previous contractor's deficiencies. To accomplish this, Wepa performs a full detail cleaning of the entire facility during the startup weekend. This typically includes:

- Deep restroom sanitation
- Baseboard, corner, and edge-detail cleaning
- Full dusting (low, mid, and high areas)
- Stain removal, smudge cleaning, and wall spot treatment
- Machine scrubbing or deep floor cleaning as needed
- Glass cleaning and polishing
- Trash enclosure detailing
- Comprehensive disinfecting of high-touch surfaces

This ensures that Wepa begins the contract at our high standard of cleanliness, eliminates inherited issues, and prevents our team from having to "play catch-up" for discrepancies left behind by the prior vendor.

This initial detail cleaning also provides the City with a refreshed, fully restored environment during the very first week of service.

Staff Orientation and Deployment

Before service begins:

- All assigned employees complete site-specific orientation
- Certifications and training are verified
- Schedules and assignments are reviewed
- Uniforms, badges, and equipment are issued

We then deploy the team according to the staffing plan.

Equipment and Supply Mobilization

Wepa ensures all necessary equipment is:

- Delivered and tested

- Stored securely and safely
- Supported by SDS documentation
- Stocked at the proper levels for uninterrupted operations

All supplies and materials are provided at no additional cost to the City.

Communication Setup

Wepa establishes communication channels with the City, including:

- Direct contact information for all management levels
- After-hours emergency contacts
- Agreement on meeting schedules and reporting frequency
- Optional Connecteam portal access for City visibility

Initial Quality Verification

Within the first week, Wepa conducts:

- Internal inspections
- Performance calibration with supervisors
- Adjustments based on workflow needs or City feedback

Contract Closeout Process

Final Joint Inspection

Wepa conducts a final walkthrough with City staff to identify:

- Remaining cleaning needs
- Outstanding tasks
- Areas requiring touch-up or correction

Completion of All Outstanding Work

Wepa resolves all deficiencies and ensures the facility is left in exceptional condition.

Documentation and Reporting

Wepa provides:

- Final inspection results
- Corrective action records
- Supply usage summaries

- Training and staffing documentation
- Equipment inventory reconciliations

Transition Assistance

If a new contractor is selected, Wepa supports a seamless handoff by:

- Returning keys and access credentials
- Assisting with transition coordination
- Sharing non-sensitive operational information
- Ensuring no interruption in service to the City

Facility Turnover and Exit

Wepa restores all janitorial spaces to original condition, removes equipment, and completes a final internal inspection before exiting.

9. Technology and Innovation Plan

Wepa Commercial Cleaning is committed to leveraging advanced technology and modern cleaning innovations to enhance efficiency, increase safety, improve quality, and reduce environmental impact. Our use of technology aligns with the City's commitment to modernization, sustainability, and operational reliability. These tools allow Wepa to deliver consistent, data-driven, and highly effective janitorial services at the DSD Mission Valley Office.

Electrostatic Sprayers – 360° Disinfection Technology

Wepa uses commercial-grade electrostatic sprayers to achieve comprehensive disinfection coverage across high-touch surfaces, shared spaces, and high-traffic areas. Benefits include:

- Full wrap-around coverage of surfaces (front, sides, and back)
- Longer-lasting bonding of disinfectant molecules
- Reduced chemical consumption compared to traditional spray methods
- Increased efficiency and faster disinfection of large areas
- Enhanced infection control and prevention

This technology is especially valuable for mitigating risks during flu season, outbreaks, or increased public activity.

ATP Meters – Scientific Verification of Cleanliness

Wepa incorporates Adenosine Triphosphate (ATP) testing to bring a measurable, scientific approach to cleanliness. ATP testing helps:

- Validate whether a surface is truly clean or still contaminated
- Identify areas requiring deeper disinfection
- Measure the effectiveness of cleaning protocols
- Provide real-time cleanliness data to supervisors and the City
- Maintain consistent, verified sanitation standards

ATP testing is particularly valuable in restrooms, breakrooms, elevators, counters, and high-touch points.

Drone-Assisted RO Window Cleaning – Safe, Chemical-Free Innovation

Wepa utilizes a drone-assisted window cleaning system with reverse osmosis (RO) purified water, providing:

- Chemical-free exterior window cleaning
- No harmful runoff impacting plants, soil, or landscaping
- Safer exterior cleaning – no need for ladders or high lifts
- Faster and more efficient cleaning of multi-story glass
- Spot-free drying due to mineral-free RO water

This modern approach prioritizes safety, environmental protection, and efficiency, reducing cost and time while producing superior results.

Connecteam App – Workforce Management, Communication & Accountability

Wepa uses Connecteam, a robust workforce management platform that enhances communication, documentation, supervision, and accountability. The system provides:

Real-Time Communication

- Instant communication between staff, supervisors, and management
- Immediate alerts for emergencies or facility concerns
- Seamless messaging for updates, instructions, and reminders

Incident & Report Documentation

- Digital incident reports with photos, notes, and timestamps
- Maintenance issue reporting directly to management
- Supply requests and deficiency corrections logged in real time

- Daily and weekly cleaning checklists completed electronically

Geo-Fenced Timekeeping

- Ensures employees clock in and out at the correct location
- Prevents timecard fraud
- Provides accurate attendance reports for the City

Operational Transparency

City staff may (if desired) receive access to relevant dashboards to view:

- Completed checklists
- Incidents or reports submitted
- Corrective action updates
- Scheduling information

This increases collaboration and provides visibility into performance.

Equipment Tracking & Preventative Maintenance

Wepa uses technology to track:

- Equipment condition
- Maintenance schedules
- Replacement cycles
- Usage logs

This minimizes downtime and ensures the City receives consistent service with fully functional equipment.

Innovation for Continuous Improvement

Wepa actively evaluates emerging technologies and industry innovations to determine their applicability to City facilities. This includes:

- UV-C sanitation tools
- AI-assisted quality control systems
- Battery-powered, low-noise equipment
- Chemical-free cleaning advancements
- Robotics and automated floor care machines (as appropriate for future use)

Our philosophy is simple:

If there is a safer, cleaner, more efficient, or more environmentally responsible method available, Wepa will explore and adopt it.

Veteran-Led Technology Culture

Wepa's veteran leadership prioritizes innovation the same way the military prioritizes modernization—by staying ahead of evolving needs and leveraging advanced tools to maximize success. This mindset ensures the DSD Mission Valley Office receives the most effective and forward-thinking janitorial services available.

10. Conclusion

Wepa Commercial Cleaning LLC is honored to be considered for the janitorial services contract at the City of San Diego's DSD Mission Valley Office. With a decade of proven performance, award-winning leadership, and a veteran-driven culture rooted in discipline, integrity, and service, Wepa is uniquely positioned to exceed the City's expectations.

Our proposal reflects not only our capabilities, but our commitment to delivering consistent, high-quality, and technology-enhanced janitorial services. Wepa's structured staffing model, advanced training program, and rigorous quality assurance framework ensure that every aspect of the facility is maintained with precision and professionalism. Our emphasis on safety, environmental responsibility, and proactive communication demonstrates our alignment with the City's operational standards and long-term sustainability goals.

Wepa's investment in modern technology—including electrostatic sprayers, ATP verification systems, drone-assisted RO window cleaning, and the Connecteam workforce platform—ensures that our services are measurable, efficient, and fully transparent. These innovations elevate the City's facility maintenance standards and provide tangible value for both the staff and the public who rely on this facility every day.

As a Service-Disabled Veteran-Owned and Operated Business, Wepa approaches every contract with the same mission-focused mindset that guided our military service. Our leadership understands responsibility, accountability, and adaptability at the highest levels. We stand ready to deploy resources, reinforce staffing, respond to emergencies, and support the City without hesitation.

Wepa Commercial Cleaning LLC is not just a vendor—we are a committed partner who takes pride in maintaining the environments where the City of San Diego serves its residents. We look forward to the opportunity to support the DSD Mission Valley Office and to continue delivering the excellence, reliability, and professionalism that have earned Wepa numerous accolades.

including our most recent distinction as a 2026 SBA Veteran Small Business Champion Nominee.

Wepa is prepared, equipped, and dedicated to ensuring that the City receives unmatched service quality from day one through the entire contract term. We welcome the opportunity to move forward and begin this partnership.





Business Plan

Relevant Experience of the Contractor and Subcontractors

Wepa Commercial Cleaning LLC brings 10+ years of proven janitorial experience serving cities, counties, state agencies, and federal facilities across California. As a Service-Disabled Veteran-Owned, DVBE, MBE, VOB, and SLBE-certified contractor, Wepa has earned a reputation for reliability, superior cleaning outcomes, and rapid response capabilities.

Experience Highlights:

- City of San Diego: 6 active janitorial contracts valued at approx. \$800,000
- County of San Diego: multi-site contracts valued at \$3.5 million
- State of California: Department of Agriculture contracts valued at \$255,000
- Federal: Department of Veterans Affairs janitorial & disinfecting: \$350,000
- Port of Long Beach: \$1.3 million
- San Diego Housing Commission: \$600,000
- COVID-19 disinfecting: Over 55 million sq ft sanitized using electrostatic and ATP systems

Subcontractors (if used) are pre-qualified, background-checked, and trained to Wepa standards.

Location & Knowledge of the Service Area

Wepa's headquarters is located at 2244 Main Street, Suite 3, Chula Vista, CA 91911—less than 15 minutes from the Mission Valley DSD facility. This ensures rapid emergency response, consistent supervision, fast supply delivery, and strong familiarity with City building protocols.

Past / Prior Performance

Wepa maintains an exceptional performance record:

- Zero contract terminations
- High inspection scores across all City & County facilities
- Rapid emergency response history
- High employee retention ensuring consistent quality
- Strong feedback from City building managers regarding communication, reliability, and professionalism

Capacity & Capability to Meet City Needs

Wepa's operational capacity includes:

- Supervisory Team: Account Manager, Night Supervisor, Operations Manager
- Cleaning Team: 3-4 dedicated janitors, Day Porter, Floor Techs
- Backup Staffing: 2 reserve janitors and 1 reserve supervisor
- Warehouse capacity with stocked equipment and supplies
- Drone-assisted RO window cleaning system
- Connecteam digital communication, scheduling, geo-fencing, and reporting

This infrastructure ensures Wepa exceeds City requirements for emergency and non-emergency response times.

Reference Checks

Wepa provides verifiable references from:

- City of San Diego
- County of San Diego
- Department of Agriculture
- Department of Veterans Affairs

- Port of Long Beach
- San Diego Housing Commission

All references reflect Wepa's reliability, professionalism, and performance excellence.

Thoroughness & Clarity of Business Plan

The Wepa Business Plan includes:

- Structured staffing and zone-based task assignments
- Veteran-led supervision with accountability enforcement
- Mandatory weekend training and monthly skill refreshers
- Full compliance with SDS, PPE, Hazmat, Bloodborne Pathogens, and CPR/AED
- Drone-assisted RO window cleaning and green-cleaning systems
- Nightly, weekly, and quarterly inspection structure
- Surprise inspections and corrective action tracking
- ISO-14001-aligned environmental practices

This business plan meets and exceeds the City's requirements for capability, clarity, and operational readiness.

WEPA COMMERCIAL CLEANING LLC
DSD MISSION VALLEY CONTRACT TEAM

Francisco Rivera

President / Contract Executive

Noel Alicea-Cintrón

Account Manager
(Primary POC)

Delia Rivera

Operations Manager
(Admin & Oversight)

Day Porter
(Assigned)

Jennifer Reynoso

(Trash Lead)

Juan Carlos Gallindo

(Restroom Lead)

Esmeralda Merin

Floors Lead

Day Porter
Assigned

FLOOR CARE TEAM (Stripping, Waxing, Buffing)

Francisco Rivera

Senior Floor Tech Lead

Javier Nunez

Floor Tech Support



Staff Resume

Wepa Commercial
Cleaning



Francisco Rivera

President

Wepa Commercial Cleaning, Inc.
San Diego, CA 92108
www.wepacleaning.com

My name is Francisco J. Rivera, and I am the president of Wepa Commercial Cleaning based out of San Diego, California. I have the following certifications VOSB, SDVOSB, DVBE, MBE, DBE, SBE, SB(Micro), and SDBE. As a reliable and dedicated Military Veteran, I run my company in the same fashion and standards as the US Armed Forces nothing short of excellence. Wepa matches the right team for each project and has implemented a state of the art in quality control inspection system so that each client is involved in the progress of his/her project.

Owner of Wepa Commercial Cleaning

- 16 years of military, law enforcement, and investigative experience backed by specialized training in criminal justice, investigation, security, and computer science/information technology.
- SECRET Security Clearance.
- Bilingual in Spanish, and English.
- Versatile and adaptable. Accustomed to assignments characterized by constant change and constant situational awareness.
- I'm a creative and effective thinker with the ability to think outside-the-box, while at the same time maintaining acceptable corporate standards and sensibilities. Must be able to handle critique and feedback from multiple sources and incorporate it into cohesive communications that do not lose focus. Has a proven track record of delivering on social media goals and driving consumer engagement and advocacy.
- 2019 Entrepreneur of the year for the state of California by SBE
- SBA 2023 Veteran Small Business of the year.
- Over 50 Million SQFT of Electrostatic Disinfecting for the city of San Diego and Port of Long Beach
- Trained over 10 Custodians for Alpine School District in the process of disinfecting during the Covid-19 pandemic.
- Currently Servicing 7 City buildings 3 Federal buildings and 5 Private Sector locations.

Wepa Commercial
Cleaning



Delia Garcia
Director of Operations



Delia Garcia
Director of Operations 4 years

Customer Service Manager 2½ yrs.
GMI Integrated Facility Services.
8001 Vickers St San Diego Ca. 92111

- Managing 60 client accounts
- Onsite client inspections
- Identifying and maximizing revenue from existing customer accounts.
- Maintaining high levels of product and customer knowledge and participating in
- Training programmers as appropriate.
- Submitting detailed proposals and quotations to customers.
- Providing regular and accurate sales forecast updates to Senior Managers.
- Preparing and delivering sales presentations.
- Identifying, contacting and qualifying leads.
- Monitoring competition and analyzing competitor activity.
- Aligning selling prices with company guidelines.
- Traveling to offices of potential clients for appointments.

Operations Manager 10yrs
Forte of San Diego
4901 Morena Blvd. #209b
San Diego Ca. 92117

- Managing 92 client accounts and 29 Franchisees
- Onsite client inspections
- Identifying and maximizing revenue from existing customer accounts.
- Maintaining high levels of product and customer knowledge and participating in
- Training programmers as appropriate.
- Submitting detailed proposals and quotations to customers.
- Providing regular and accurate sales forecast updates to Senior Managers.
- Preparing and delivering sales presentations.
- Identifying, contacting and qualifying leads.
- Monitoring competition and analyzing competitor activity.
- Aligning selling prices with company guidelines.
- Traveling to the homes and offices of potential clients for appointments.

Wepa Commercial
Cleaning



Noel Alicca-Cintron
Operations Manager

www.wepacleaning.com
Tel: (714) 944-1111
Fax: (714) 944-1112

Noel Alicca-Cintron

Operations Manager

Wepa Commercial Cleaning 2 ½ yrs

- Managing day to day operations
- Training & Ensuring that a first-class cleaning service is delivered to all areas of the building.
- Formulating strategy, improving performance, procuring material and resources and securing compliance.
- Reviewing work schedules,
- Monitoring of all cleaning activities.
- Ensuring all operations are carried on in an appropriate, cost-effective way
- Improving operational management systems, processes and best practices
- Diagnosing errors or technical problems and determining proper solutions.
- Inspect work performed to ensure conformance to specifications and established standards
- Manage, supervise and coordinate activities of workers engaged in janitorial services
- Demonstrate and promote company culture, values and management philosophy
- Develop and recommend custodial operating budget and ensure the department
- Control expenses within area of responsibility
- Confers with staff to resolve production problems
- Works closely with Supervisors and Operations Directors to handle maintenance problems, scheduling of work requests and reporting of housekeeping inconsistencies and challenges
- Develops, revises, and reviews related SOPs or job plans/work plans for work related areas

Lieutenant - United States Navy 20yrs

- Responsible for patient tracking, facilitation of medical appointments and administrative actions for mobilized Soldiers, training classes and enforcing command policies.
- Served as Liaison for Mental Health Services for Battalion and Company level subordinate Units.
- Promoted to Medical Logistics Section Supervisor.
- Train and lead a company of men in preparation for all situations in the defense of our country.
-

Wepa Commercial
Cleaning



Javier Nunez
Floor Tech Specialist



Javier Nunez

Floor Specialist

Wepa Commercial Cleaning 5 yrs

- Performs carpet care and resilient floor cleaning according to procedure and as assigned and performs corrective and preventative floor care
- Assign personnel to established work areas or project duties
- Perform duties in a safe manner; report any potential safety hazards to management staff
- Provide safe working environment for the employees
- Handle other assignments as directed by site Manager
- Performs maintenance and restorative processes for all floor surface types
- Understands the principles of hard surface floor maintenance and uses proper procedures on hard floor care (stripping & refinishing, burnishing, spray cleaning, and spray buffing)

Wepa Commercial
Cleaning



Maria de Luz Lopez
Night Shift Supervisor



Maria de Luz Lopez

Night Shift Supervisor 5yrs

Wepa Commercial Cleaning

- Setting goals for performance and deadlines in ways that comply with company's plans and vision.
- Organizing workflow and ensuring that employees understand their duties or delegated tasks.
- Monitoring employee productivity and providing constructive feedback and coaching.

Custodian 7 years

Target

910 Eastlake Pkwy

Chula Vista, CA. 91914

- Cleaning and maintaining floors (sweeping, mopping, vacuuming, waxing, stripping, buffing and polishing)
- Keeping janitor room and closets clean and organized.
- Vacuum all rugs and carpeted areas in offices, lobbies and corridors.
- Clean entry door glass inside and out.
- Using chemicals in a safe manner.
- Substantial knowledge of dusting and cleaning office desks and furniture that is not cluttered.
- Prioritize and perform multiple tasks simultaneously.

Wepa Commercial
Cleaning



Nathanael Lazaro Sr.

www.wepacleaning.com
Tel: 310.442.1100
www.wepacleaning.com

Nathanael Lazaro Sr.

Custodian 5yrs

Wepa Commercial Cleaning

- Cleaning and maintaining floors (sweeping, mopping, vacuuming, waxing, stripping, buffing and polishing)
- Keeping janitor room and closets clean and organized.
- Vacuum all rugs and carpeted areas in offices, lobbies and corridors.
- Clean entry door glass inside and out.
- Using chemicals in a safe manner.
- Substantial knowledge of dusting and cleaning office desks and furniture that is not cluttered.
- Ability to prioritize and perform multiple tasks simultaneously.

Wepa Commercial
Cleaning



Patricia Salgado

www.wepacleaning.com
Tel: 310.442.1100
www.wepacleaning.com

Patricia Salgado

Custodian 3yrs

Wepa Commercial Cleaning

- Cleaning and maintaining floors (sweeping, mopping, vacuuming, waxing, stripping, buffing and polishing)
- Keeping janitor room and closets clean and organized.
- Vacuum all rugs and carpeted areas in offices, lobbies and corridors.
- Clean entry door glass inside and out.
- Using chemicals in a safe manner.
- Substantial knowledge of dusting and cleaning office desks and furniture that is not Pr
- Prioritize and perform multiple tasks simultaneously.

Restroom Specialist 3yrs

JCPenney

591 Broadway

Chula Vista, Ca. 91910

- Put Up Wet Floor Signs. Place signs inside the bathroom and at the entrance to let anyone who may enter know that the floor.
- Dust, Sweep, and Empty Trash.
- Refill Soap, Paper Towels, and Toilet Paper.
- Clean Toilets and Urinals.
- Clean Sinks, Mirrors, and Countertops.
- Clean Walls and Fixtures.
- Mop the Floor.
- Disinfect all high touch areas.

Wepa Commercial
Cleaning



Alma Maldonado



Alma Maldonado

Custodian 2yrs

Wepa Commercial Cleaning

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- Keeping janitor room and closets clean and organized.
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- Substantial knowledge of dusting and cleaning office desks and furniture that is not cluttered.
- Prioritize and perform multiple tasks simultaneously.

Residential Cleaning 3yrs

- Dusting, sweeping, mopping, and washing floors, toilets, showers, tubs, driveways, windows, and counters.
- Vacuuming carpets, upholstery, and any other dusty surface.
- Cleaning all surfaces in the kitchen and bathroom.
- Making beds and fluffing pillows.
- Folding clean laundry.

Wepa Commercial Cleaning



Yesenia Lazaro

www.wepa.com
www.wepa.com
www.wepa.com

Yesenia Lazaro

Custodian 3yrs

Wepa Commercial Cleaning

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Wepa Commercial Cleaning



Gabriel Lozano

www.wepa.com
www.wepa.com
www.wepa.com

Gabriel Lozano

Custodian 3yrs

Wepa Commercial Cleaning

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Wepa Commercial
Cleaning



Adriana Guerrero



Adriana Guerrero

Custodian 2yrs

Wepa Commercial Cleaning

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OUR NEW CLIENTS



SAN DIEGO
HOUSING
COMMISSION



VA



U.S. Department
of Veterans Affairs
Veterans Health
Administration



**SWEETWATER
AUTHORITY**



The City of
SAN DIEGO



**PORT of
SAN DIEGO**
Public Safety

OUR AWARDS



