

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and **Merchants Building Maintenance, LLC** a **Limited Liability Company**, with its principal place of business at 606 Monterey Pass Road, Monterey Park, CA 91754, hereinafter referred to as the "Vendor," based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent Vendors;
- B. This Agreement is entered into pursuant to the cooperative/piggyback purchasing provisions under the Municipal Code 3.12.260. The City is utilizing the contract originally awarded by the City of Beverly Hills ("Agency") to **Merchants Building Maintenance, LLC** on **November 1, 2023** under Agreement No. **573-23**, for the procurement of **Custodial Maintenance Services**. Under this piggyback provision, the City agrees to abide by the terms, conditions, and pricing established in the original agreement, except as expressly modified herein. The Vendor acknowledges and agrees to extend the same pricing, terms, and conditions to the City as provided in the original contract, subject to any mutually agreed-upon modifications necessary to meet the City's specific requirements. Both parties acknowledge that this Agreement is independent of the Agency's contract awarded under Agreement No. **573-23**. The City assumes full responsibility for its own obligations, including payments, without any liability to the Agency.
- C. Vendor desires to perform and assume responsibility for the provision of professional **janitorial** contracting services required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing professional **janitorial** contracting services and is licensed in the State of California, if applicable;
- D. City desires to engage Vendor to render such services for the **janitorial contracting services** as set forth in this Agreement;
- E. The public interest, convenience, necessity, and general welfare will be served by this Agreement; and
- F. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. VENDOR INFORMATION:

Vendor's Name: Merchants Building Maintenance, LLC
Address: 606 Monterey Pass Road
City: Monterey Park State: CA Zip: 91764
Business Phone: (909) 817-6419 Fax No. _____
Other Contact Number: _____
Business License Number: _____
Federal Tax I.D. Number: _____

2. VENDOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Vendor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Term of this Agreement shall be from **July 1, 2025 to June 30, 2030, with the option to execute one (1) 5-year extension** unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.

3. STANDARD TERMS AND CONDITIONS:

- A. Control of Work. Vendor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Vendor or his/her/its employees.
- B. Intent of Parties. Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any individual whose compensation for services is paid by the Vendor, an agent or employee of the City, or authorizing the Vendor to create or assume any obligation

or liability for or on behalf of the City, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the City.

- C. Subcontracting. Vendor may retain or subcontract for the services of other necessary Vendors with the prior written approval of the City. Payment for such services shall be the responsibility of the Vendor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Vendor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Vendor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Vendor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: [Angel Meza](#).
- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Vendor's Representative. Vendor hereby designates [Angel Meza](#), or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all violations of such laws and regulations in connection with services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations

and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

- I. Standard of Care; Performance of Employees. Vendor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the profession necessary to perform the services. Vendor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Vendor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Vendor and shall not be re-employed to perform any of the services or to work on the project.
- J. Vendor Indemnification. Vendor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Vendor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Vendor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Vendor shall pay and satisfy any

judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

- L. CalPERS Retiree Disclosure. Vendor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Vendor who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Vendor to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- M. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Vendor shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- N. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Vendor as an independent Vendor of City and agents and employees of Vendor, and not as agents or employees of City. Vendor and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- O. Civil Code Section 1542 Waiver. Vendor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under CalPERS that are only afforded to employees and not independent contractors. Vendor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

- P. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, Vendor shall reply within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Vendor or City files an appeal or court challenge, Vendor and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.
- Q. Insurance Requirements. Throughout the life of this Agreement, Vendors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this Agreement or any extension, Vendor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Vendor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Vendor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Vendor shall not be deemed to release or diminish the liability of Vendor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its principals,

officers, agents, employees, persons under the supervision of Vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, Vendor shall immediately furnish City with a complete copy of any insurance policy and associated documentation required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the City, Vendor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Vendor's profession.

Minimum Limits of Insurance:

- a. General Liability Insurance. Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Vendor, sub-contractor, or any person acting for the Vendor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:

- \$1,000,000 per occurrence for bodily injury and property damage

- \$1,000,000 per occurrence for personal and advertising injury
- \$2,000,000 aggregate for products and completed operations
- \$2,000,000 general aggregate

b. Automobile Liability

- \$1,000,000 per accident for bodily injury and property damage

c. Employer's Liability (Worker's Compensation)

- \$1,000,000 each accident for bodily injury
- \$1,000,000 disease each employee
- \$1,000,000 disease policy limit

d. Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Vendor and the City, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Vendor in the course of carrying out this Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

f. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:

- The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

Other Insurance Provisions: The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Vendor shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, Vendor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or designee.

Verification of Coverage: Vendor shall furnish City with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or designee prior to City's execution of this Agreement and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage
2. Additional Insured endorsement for auto liability coverage
3. Waiver of Subrogation for workers compensation coverage

- R. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The City and the Vendor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- S. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, Agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified

or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

T. Termination. The following clauses apply:

1. The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Vendor. The written notice shall specify the date of termination. Upon receipt of such notice, the Vendor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Vendor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Vendor in accordance herewith through the date of termination.
2. Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Vendor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
3. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of services under this Agreement. Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.
4. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.

U. Payment. Payments to the Vendor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.

V. Restrictions on City Employees. The Vendor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

W. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

X. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

Merchants Building Maintenance, LLC
606 Monterey Pass Road
Monterey Park, CA 91754
Attn: [Angel Meza](#)

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: [Purchasing & Sustainability Division](#)

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.

Z. City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with this project.

AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

BB. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, such attempted assignment, hypothecation or transfer.

CC. Supplementary General Conditions (for projects that are funded by Federal programs). If federal funds are used in whole or in part for this Agreement, the provisions of 2 C.F.R. Part 200, Appendix II, and any applicable federal regulations shall apply. These provisions supersede any conflicting provisions in this

Agreement. The following requirements apply and must be included in all subcontracts entered into by Vendor for work performed under this Agreement:

1. Equal Employment Opportunity. Vendor shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Chapter 60. This requirement applies to all construction contracts over \$10,000 awarded by the City and all subcontracts over \$10,000 entered into by the Vendor.
2. Copeland Anti-Kickback Act. Vendor shall comply with 18 U.S.C. 874, as supplemented in Department of Labor regulations 29 CFR Part 3. This requirement applies to all federally funded contracts and subcontracts for construction or repair under this Agreement.
3. Davis-Bacon Act. Vendor shall comply with 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations 29 CFR Part 5. This requirement applies to all federally funded construction contracts over \$2,000 pursuant to this Agreement.
4. Contract Work Hours and Safety Standards Act. Vendor shall comply with 40 U.S.C. 3701-3708, as supplemented by Department of Labor regulations at 29 CFR Part 5. This requirement applies to all federally funded contracts over \$100,000 for construction and non-construction services under this Agreement.
5. Patent Rights. The City retains all patent rights for any discovery or invention developed in the course of or under this Agreement. The City and Vendor shall comply with 37 CFR Part 401, including applicable requirements for reporting, disclosure, and federal use rights.
6. Copyrights and Data Rights. The City retains all copyrights and rights in data developed under this Agreement. FEMA and CalOES retain a royalty-free, nonexclusive, irrevocable license to reproduce, publish, or otherwise use or authorize to others to use for federal purposes, any copyright work developed under this Agreement or any subcontract issued for work under this Agreement.
7. Access to Records. Vendor shall provide access to the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of audit, examination, excerpts, and transcriptions.

8. Record Retention. Vendor shall retain all required records for three years after City makes final payments under this Agreement and all pending matters related to the Agreement are resolved.
 9. Environmental Compliance. Vendor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations at 40 CFR part 15. This requirement applies to all contracts exceeding \$150,000, including subcontracts issued pursuant to such contracts.
 10. Energy Conservation. Vendor shall comply with mandatory standards and policies contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
- DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Insert Name of Vendor

BY: _____

Brian Mohan, City Manager

Date

BY: _____

Angel Meza, Regional Vice President

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Dena Heald, Chief Financial Officer

Date

BY: _____

TITLE: _____

(Corporate Secretary)

EXHIBIT A

VENDOR SCOPE OF SERVICES

JANITORIAL SERVICE SPECIFICATIONS

SPECIAL TERMS & CONDITIONS

1. City Provisions

- a. The City will provide access to all work areas.
- b. Janitorial staff may be required to undergo background checks when assigned to high-security areas.

2. Specifications Conflict

- a. All Applicable laws, ordinances, codes, and local building codes shall govern any drawings, over City of Moreno Valley written specifications, and referred to specifications.
- b. Any conflicts between the requirements of the specification, related specifications, purchase orders, or master agreements shall be referred to City for clarification prior to proceeding with any work of the effected equipment or components thereof.
- c. City will determine precedence in the event of any conflict or ambiguity.

3. Industry Standards, Legal and Best Practice Requirements

- a. Ensure that all equipment, materials, supplies, and work meet or better all applicable manufacturers published specifications and industry standards.
- b. Be self-informed, abide by, and comply with all, current and applicable, local, county, state, federal or other legal requirements and best practices at all times. In submitting a bid, Contractors acknowledges that they are self-informed regarding all legal requirements.
- c. Do not cause, allow to be caused, or permit the continuance of any violation of any legal requirements or best management practices.
- d. Be responsible for and bear all costs, expenses, fines, and penalties arising from and associated with any work, actions, and or violations performed contrary to any laws, ordinances, codes, rules of regulations.

4. Environmental Requirements

- a. Comply with all current applicable local, state, and federal requirements.
- b. Supply trash containers for non-hazardous materials only.
- c. Take all appropriate measures to fully protect all persons, property, work, and adjacent areas that are in, near, or within possible sphere that could be affected by the work before, during, and after work.
- d. Remove from the work site and dispose of all spent materials, hazardous materials, debris, and the like according to all applicable legal requirements.
- e. Do NOT accumulate waste materials unless City Representative (CR) or designee so authorizes.

- f. Do not reuse any removed materials unless CR so authorizes.
- g. Coordinate with CR circumstances requiring special consideration and permits.

5. Site Conditions

- a. Note site conditions will vary significantly from location to location and the locations may be occupied by City employees and the Public.
- b. Ensure that existing site conditions have been incorporated into your bid prices.

6. Safety

- a. Note it is Contractor's responsibility to be fully self-informed regarding all legal and industry standard requirements regarding all applicable safety requirements.
- b. Ensure that all Personal Protective Equipment (PPE) is provided as needed for all people engaged in contractual work.
- c. Exercise all necessary and reasonable precautions regarding the safety of people and property in performance of the contract requirements and while on site.
- d. Ensure that all safety requirements are exercised at all times during performance of the work.
- e. Maintain clear access to all entries and exits.

7. Security

- a. Provide temporary security measures for the work site, to secure all equipment and materials and discourage theft, vandalism, and unauthorized entry by the public.
- b. Do not admit any person into the work area who is not an employee of the City, Contractor, or subcontractor.
- c. Wear identification at all times, which shall be furnished by the City.
- d. Turn off all inside lights, if working inside, except emergency lights, at the end of the working day.

8. Work Schedules

- a. Perform all work per an agreed-upon schedule contained herein.
- b. If the agreed-upon schedule cannot be met due to Contractor employee absence, notification must be sent to the CR no later than 8am the next business day.

9. Materials and Equipment

- a. The work, labor, and materials which the Contractor proposes to furnish to the City must comply in all respects with the appropriate equipment and safety regulations of all Federal, State, and local regulatory commissions whether such equipment or safety features have been outlined or required

in these specifications or not. Contractor shall assume full responsibility for any violations and/or noncompliance with such regulations.

- b. In compliance with California state law, Contractor shall have an active ongoing Injury and Illness Prevention Program in place. Evidence of such shall be submitted with the Contractor's Proposal.
- c. Contractor shall use only biodegradable cleaning products that will return to a natural state within fifteen (15) days after entering the sewage system. The City reserves the right to request a list of all products being used by the awarded Contractor. Samples may also be requested by the City at any time during the contract period. Should any products normally require an MSDS, such documentation shall be provided by the Contractor. Provide evidence of purchased costs for materials exceeding \$1,000.00, including sales tax, per repair, if applicable.
- d. Contractor shall furnish and maintain in good condition all equipment and supplies, except for consumables, required for the performance of this Agreement. The equipment and supplies shall meet all requirements, ordinances, and laws. All vacuum cleaners shall have HEPA filters.

10. Delivering and Staging of Equipment and Materials

- a. Materials and equipment needed for this project may be stored on-site as specifically authorized by the CR. Be responsible for public health and safety related to delivered materials.
- b. Remove from City facilities, all materials, tools, and equipment immediately after completion of contract.

11. Damages

- a. Protect materials, products, and facilities against damage for project duration.
- b. Make repairs, at Contractor's sole expense, for Contractor-attributed damages within 5 days; Contractor's failure to make repairs by required time may cause City to affect repairs and charge same to Contractor or deduct from invoices due, plus administrative costs.

12. Displaced Janitor Opportunity Act

- a. The Displaced Janitor Opportunity Act, enacted by Senate Bill 20, Chapter 795, and effective for contracts awarded on or after January 1, 2002, requires the City to identify the following requirements of the statute in its initial Proposal package. The statutory obligations apply only to contractors with 25 or more employees.

The requirements include notice to a new contractor that they must retain for sixty (60) days any employees employed at the same site for at least the preceding four (4) months by the previous contractor, absent "reasonable and substantiated cause" not to hire based on the employee's performance or conduct. The City, when awarding a replacement contract, will provide, in a timely manner, the name and address of the new contractor to the previous contractor.

The new contractor is not required to pay the same wage or offer the same benefits, but the new contractor must make a written offer of employment to each non-management, non-supervisory service employee in a language in which the employee is literate. The offer shall state the time (of no less than 10 days) within which the employee must accept the offer. The new contractor may not discharge any hold-over employees during the first 60 days of their new employment, except for cause. At the end of 60 days, the new contractor must provide a written performance evaluation to each retained employee and must offer the employee continued employment if the performance was satisfactory. Employment thereafter may be at will.

13. Unsatisfactory Work

- a. City will NOT pay for any unsatisfactory work.
- b. City may utilize alternate sources to correct any Contractor-attributed deficiency that Contractor fails to correct within 5 calendar days of notice and City will deduct from Contractor's payment the total cost including City overhead.

14. Audit Requirements

- a. A City reserves the right to periodically inspect and audit Contractor's accounting procedures and support documentation in conjunction with the performance of the required services.
- b. City will notify Contractor in writing of any such requested audit.
- c. City will inspect and audit in a reasonable manner and at City's expense.
- d. Contractor must fully cooperate with any such audit(s).
- e. City will notify Contractor in writing of any exception taken as a result of an audit.
- f. If an audit, in accordance with this article, discloses overcharges (of any nature) by Contractor to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to City by the Contractor.

15. Feedback

- a. The City will periodically inspect City facilities and audit the work performed by the Contractor to ensure janitorial maintenance is being conducted per the service specifications and frequency requirements. The City will provide feedback to the Contractor, as needed.
- b. The Contractor will regularly communicate with the CR to provide updates on janitorial maintenance and other site issues. Contractor shall attend quarterly meetings to receive and implement feedback related to the quality and frequency of services being provided.

16. Contract Termination

- a. The City reserves the right to terminate the Agreement for cause immediately or without cause after a 10-day written notice is delivered to the Contractor either personally or by mail at the address shown on the Contract Agreement.

- b. If the Contractor fails to meet the specifications of the Contract for any fifteen (15) consecutive or non-consecutive days, the City may, at its option, terminate the balance of the Contract by written notice of termination to the Contractor. Notice of such termination shall take effect three (3) days after such notice is mailed.
- c. This agreement may be terminated by either party upon written notice not less than thirty (30) days prior to the proposed termination date.
- d. The City reserves the right to cancel, reduce, alter, or add services to any building or portion thereof. Any such changes shall be accomplished through an Addendum to the Contract. Any monetary effect on the Contract from such changes shall be discussed and agreed upon between the City and the Contractor prior to such Addendum being finalized.
- e. These rights are in addition to any other rights that City may have available.
- f. The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the Janitorial Services Specifications or the location(s) of service. Any addition or deletion of a facility shall be accomplished through an Addendum to the Contract. Any monetary effect on the Contract from such changes shall be discussed and mutually agreed upon between the City and the Contractor prior to such Addendum being finalized.
- g. Subcontracting Services – The Contractor shall not subcontract or assign the performance of any of the services in this agreement without prior written approval of the Purchasing & Sustainability Division Manager or his designee.
- h. Reservation of Rights – The City reserves the right to arrange for any or all items of extra service, except as provided in the Contract, to be performed by separate Contract or purchase order by one or more other Contractors, if it is in the City's best interest.
- i. Frequency of Service – All work described in Attachment A - Janitorial Service Specifications and Attachment B – Site Frequency shall be performed in a manner equal to the best quality of the trade, regardless of its frequency. The Purchasing & Sustainability Division Manager or his designee shall be the judge as to the acceptability of all work performed.

17. Requirements Subsequent to Contract Execution – The Contractor is required to comply with the following:

- a. The Contractor shall furnish all labor, cleaning materials, and equipment necessary to perform the specified work, with the exception of consumable items such as toilet paper, hand towels, paper towels, hand soap, toilet seat covers, and waste container liners. Such consumables shall be purchased and stocked by the City. The Contractor shall be responsible for obtaining these items from a designated area at each site and refilling all containers and dispensers. Any consumables provided by the City that are in short supply must be reported to the Fleet & Facilities Maintenance Division the next working day. The City does not provide waste container liners for interior recycle bins. Should the Contractor desire to use liners in these bins, the Contractor will bear the sole cost to purchase, stock, and replace them.

Prior to commencement of work, the Contractor shall supply the City with an inventory of all equipment and cleaning supplies to be kept on City premises. The list or chart will identify the location where said equipment/supplies are to be kept. Contractor shall use only biodegradable cleaning products that will return to a natural state within fifteen (15) days after entering the sewage system. Material Safety Data Sheets (MSDS) shall be provided by the Contractor for all of Contractor's cleaning supplies used and/or stored on City premises prior to such supplies being utilized in any City facility. The MSDS of all products used at the Public Safety Building shall be posted in all the janitorial closets at the Public Safety Building, per County of Riverside regulations.

- b. Contractor's equipment shall be new or in the best maintained working condition for its intended function. Equipment that is faulty or does not perform to the satisfaction of the City shall be replaced at Contractor's expense. Contractor's equipment and supplies shall be stored only in designated areas. All vacuum cleaners must have HEPA filters.
- c. Prior to commencement of any work, the Contractor shall supply the names and addresses of each employee to be used on the contract for possible security checks. Any change in personnel shall be processed for clearance prior to work assignment. The City shall retain the right to demand the removal of any employee for disobeying orders, non-performance, unsatisfactory performance, or change in security status. There will be no cost to the Contractor for any security/background check. Security checks are a standard City procedure when hiring new employees.
- d. Failure of the Contractor to perform any services required by the Contract specifications, evidenced by the inspection by the Purchasing & Sustainability Division Manager or his designee, may result in the following actions being taken:
 1. Notification will be made to the Contractor directing that a correction of the deficiency be started within two hours or as otherwise directed by the Purchasing & Sustainability Division Manager or his designee at no increase or additional cost to the total contractual amount.
 2. A report will be sent to the Contractor indicating the services that were not performed, the number of days the Contractor has to correct the situation, the facility in question, the location within the facility, the time, date, square footage if necessary, the amount to be deducted from the upcoming monthly payment (if any), and the requirement of the Contractor to submit his proposed remedy to the Purchasing & Sustainability Division Manager within a specified time.
 3. Should the Contractor fail to perform the services promptly and correctly or not take steps to ensure full performance of the service in conformity with contract specifications, the Purchasing & Sustainability Division Manager, at their sole discretion, shall have the right to:
 1. Reduce the contract price to reflect the reduced value of services.
 2. Have the services performed by another Contractor in conformity with the Contract, and charge the original Contractor for all costs incurred by the City plus fifteen percent (15%) for overhead.
 4. Working Hours – All work specified as Basic Services shall be performed within the time frames listed below:

1. Commencement of work shall occur no sooner than 6:00 p.m. and be completed no later than 1:00 a.m., unless otherwise specified for a particular site or authorized by the Purchasing & Sustainability Division Manager or his designee. Details and exceptions are noted in Attachment B, Frequency of Service.
2. On-Call and Extra Work shall be on the day and at the times selected by the City.
5. Administrative Responsibilities – The Purchasing & Sustainability Division is the contract administrator for the Contract, unless otherwise specified. Direct contact for daily work shall be the Purchasing & Sustainability Division Manager or their designee. Requests or demands by other City employees shall be courteously listened to and referred to the Purchasing & Sustainability Division Manager or his designee.
 1. No work shall be performed, which is contrary to the contract level of service or frequency charts without prior authorization by the Purchasing & Sustainability Division Manager or their designee.
 2. The Contractor agrees that should he perform work outside the scope of the Contract without a written amendment or authorization of the Purchasing & Sustainability Division Manager or his designee, such work shall be deemed to be gratuitous effort on the part of the Contractor, and the Contractor shall have no claim against the City for such work.
 3. The Contractor shall meet with the City representative periodically to inspect facilities and discuss matters of mutual concern. The frequency will be determined by the City representative, who shall be the sole judge of what constitutes the acceptable quality of work performed.
 4. The Contractor shall supply the Purchasing & Sustainability Division Manager with name(s) and phone number(s) of responsible person(s) representing the Contractor for 24-hour emergency response. The above-mentioned information shall remain current at all times. Any changes shall be forwarded to the City in writing by the end of that business day. Failure to maintain current emergency information may result in a \$200 penalty for each occurrence. Emergency response is defined as anything:
 1. Per City representative(s)
 2. By prior agreement
 3. Public health/safety matters

18. Extra Work and On-call Services –

- a. On-Call service shall be defined as emergency or additional work that is similar in nature to the Janitorial Service Specifications. The Contractor shall furnish all labor, material, and equipment to perform such on-call services per the costs to be quoted by the Contractor and listed on Attachment B. Response time for on-call services shall be within two hours or as otherwise directed by the Purchasing &

Sustainability Division Manager or his designee. The City reserves the right to use or not use the Contractor to perform any On-Call Services.

- b. Extra services are those items not listed in the Janitorial Service Specifications, if not already listed and to be quoted on Attachment B, shall be negotiated on a time-and-material, not-to-exceed basis. The City reserves the right to use or not use the Contractor to perform any Extra Services.

19. Contractor Payments – Payment for work described in these specifications shall be made on a monthly basis for work performed.

- a. Each month, between the first and tenth day of the month, the Contractor shall submit a separate invoice for each site for the work performed during the previous month and include the corresponding City Purchase Order number.
- b. Payment to the Contractor shall be made approximately thirty (30) days after submission of invoices for services rendered.

20. Premium Time

- a. Any work permitted by City during holidays and performed by Contractor is not subject to any premium (overtime, etc.) rates.
- b. Any work required by City during holidays and performed by Contractor is subject to premium rates based on Contractor's rates.

GENERAL REQUIREMENTS

SCOPE OF SERVICES

1. The janitor's closet must be kept neat, clean, and orderly at all times and securely locked when not in use. Mops should be cleaned, rinsed, and wrung out before storage. Mop buckets must be emptied after each use.
2. The janitor's closet must be stocked with sufficient consumable items at all times. The contractor must notify the Fleet & Facilities Division Manager or designee the next workday if supplies are low.
3. Paper towel dispensers must be refilled to capacity during each service visit.
4. Trash must be disposed of in designated waste bins, typically located in the parking lot. All discarded items remain the property of the City until collected by the City's waste management service. Contractor employees are prohibited from keeping any items found on City property, including those in waste or recycling containers.
5. Office doors should only be opened in the immediate work area and must be closed upon cleaning completion. No office opened by janitorial personnel may be left unattended.
6. Doors should be left as they were found (open/unlocked or closed/locked) after cleaning.
7. All designated lights must be turned off upon departure.

8. Floor Definitions:
 - a. "Hard surface" floors: Vinyl (VCT), tile, or composite (excluding bare concrete).
 - b. "Specialty flooring": Rubberized, stone, wood, or laminate.
9. Height Classifications:
 - a. Low: Floor to 5 feet.
 - b. Medium: 5 to 12 feet.
 - c. High: Above 12 feet.
10. High Traffic Areas: Locations used daily by staff and the public, such as hallways, break room entrances, restrooms, and lobbies.
11. Any damaged, inoperable, or malfunctioning fixtures must be reported to the Fleet & Facilities Maintenance Division by 9:00 a.m. the next business day, unless urgent repairs are required, in which case the janitor must notify their supervisor for immediate action.
12. Any graffiti that cannot be removed with standard removers must be reported to the Fleet & Facilities Maintenance Division by 9:00 a.m. the following business day.

ROUTINE DAILY CLEANING TASKS

All Areas:

1. Wipe clean all clear desk areas and counters without moving any items. No items on desks, tables, overheads, etc. are to be moved.
2. Empty all area trash containers (interior/exterior), replacing liners as needed. Decorative waste containers should have the liners concealed. Trash bags should not be dragged to prevent spills or stains, which must be cleaned at the contractor's expense.
3. Clean all interior and exterior ashtray urns.
4. Remove graffiti from walls and furniture.
5. Sweep/dust all hard surface and specialty flooring per manufacturer recommendations.
6. Vacuum all carpeting, including stairwells, with extra attention to high-traffic areas.
7. Spot clean carpet stains smaller than a dime; report larger stains.
8. Clean, dust, and soft buff all counters, tables, and furniture.
9. Spot clean partitions, doors, frames, stairway walls, handrails, and wall switches.
10. Clean customer service windows and spot-clean office, cubicle, door, and reception windows.
11. Clean, sanitize, and polish drinking fountains.
12. Vacuum elevator floors, door tracks, and spot-clean cab walls.
13. Clean glass on glass-topped tables in conference rooms and offices.
14. Clean interior and exterior door glass panels.
15. Empty large recycling bins (usually in copy rooms). Small desk containers are not emptied.

Restrooms:

1. Empty all waste containers and replace liners.

2. Refill all consumable supplies (feminine products in coin-operated dispensers provided by the contractor).
3. Clean and disinfect sinks, toilets, urinals, toilet seats, shower stalls, and exposed piping.
4. Sanitize and wipe down toilet partitions.
5. Clean and polish metal fixtures and mirrors.
6. Remove splash marks from walls above sinks, urinals, and toilets.
7. Spot clean ceramic tiles and walls.
8. Wet mop floors.
9. Remove graffiti from walls, mirrors, and fixtures.
10. Clean and sanitize both sides of restroom doors and handles.

Kitchens, Coffee Areas, and Break Rooms:

1. Empty waste containers and replace liners.
2. Wash countertops, tables, and sinks.
3. Wipe exterior surfaces of large appliances.
4. Wet mop and sanitize floors, spot-clean adjacent carpets.
5. Clean specialty flooring per manufacturer recommendations.
6. Refill paper towel dispensers.
7. No dishwashing is required.

ROUTINE DAY PORTER TASKS:

All Areas:

1. Full wipe down of all touchpoints, including but not limited to elevator buttons, door pads, door handles and knobs, public furniture, desk surfaces, armchairs, door push plates, queuing areas.
2. Empty all area trash containers (interior/exterior), replacing liners as needed. Decorative waste containers should have the liners concealed. Trash bags should not be dragged to prevent spills or stains, which must be cleaned at the contractor's expense.
3. Clean all interior and exterior ashtray urns.
4. Sweep or vacuum interior front entry areas, as needed.
5. Clean customer service windows and reception windows.
6. Clean, sanitize, and polish drinking fountains.
7. Empty large recycling bins (usually in copy rooms), as needed. Small desk containers are not emptied.

Restrooms:

1. Empty all waste containers and replace liners, as needed.
2. Refill all consumable supplies (feminine products in coin-operated dispensers provided by the contractor).
3. Clean and disinfect sinks, toilets, urinals, toilet seats, shower stalls, and exposed piping.
4. Sanitize and wipe down toilet partitions.
5. Clean and polish metal fixtures and mirrors.
6. Remove splash marks from walls above sinks, urinals, and toilets.

7. Clean and sanitize both sides of restroom doors and handles.

Kitchens, Coffee Areas, and Break Rooms:

1. Empty waste containers and replace liners.
2. Wipe countertops, tables, and sinks.
3. Wipe exterior surfaces of large appliances.
4. Refill paper towel dispensers.
5. No dishwashing is required.

ROUTINE WEEKLY CLEANING TASKS:**All Areas:**

1. Spot clean walls and woodwork.
2. Clean the exterior of trash containers.
3. Perform low dusting of base moldings, ledges, rails, furniture, and cabinets.
4. Wet mop and buff hard surface floors, removing heel marks.
5. Clean interior and exterior of microwaves.
6. Sanitize restroom floors and walls.
7. Dust base plates and shelves in stairwells.
8. Deep clean specialty flooring per manufacturer recommendations.

ROUTINE MONTHLY CLEANING TASKS:**All Areas:**

1. Vacuum draperies and upholstered furniture.
2. Clean and polish vinyl and wood furniture.
3. Dust interior glass, doors, frames, sills, partitions, and furniture in the medium height zone.
4. Brush down walls, columns, and beams.
5. Clean and wipe down baseboards and panel furniture base covers.
6. Damp wipe and vacuum all room corners.
7. Flush floor drains with one gallon of clean water.
8. Clean all blinds.

ROUTINE PERIODIC CLEANING TASKS**Quarterly Cleaning Tasks:**

1. Dispose of all food containers (except for unexpired condiments) and wipe down refrigerator shelves.
2. Clean both sides of all interior partitions and door glass.
3. Deep clean carpets in high-traffic areas per manufacturer recommendations.
4. Spot-wash painted metal furniture.
5. Perform high dusting of interior glass, ledges, moldings, and window frames.
6. Animal Shelter: Remove and wash AC/exhaust register vents, vacuum and clean ducts up to 24".
7. TownGate Community Center: Clean and buff banquet room flooring per manufacturer recommendations.
8. Conference & Recreation Center (CRC):

- a. Remove gum from gym bleachers per manufacturer's recommendations.
- b. Scrub and buff gymnasium hardwood floors.
- c. Deep clean carpets, pre-treat stains, shampoo/extract.

Semi-Annual Cleaning Tasks:

1. Wash walls and painted metal furniture.
2. Dust light fixtures inside and out.
3. Strip, wax, and machine-polish hard surface floors (except CRC gym & TownGate banquet room).
4. Clean both sides of all perimeter windows (CRC only).
5. Vacuum ceiling AC and exhaust vents (except at Animal Shelter).

Annual Cleaning Tasks:

1. Wash interior shade cloth window coverings per manufacturer recommendations.
2. Deep clean and reseal tile grout in restrooms, kitchens, and lobbies.
3. Clean both sides of all interior and perimeter windows (except CRC).
4. Deep clean carpets at all sites (except CRC) per manufacturer recommendations.

These guidelines ensure consistent cleanliness and maintenance across all facilities. Compliance with these standards is mandatory for all janitorial personnel.

ADDITIONAL SITE-SPECIFIC JANITORIAL SERVICES

Location	Frequency	Description
City Yard, Guard Shack	1x week	Sweep once a week, dispose of trash daily
Fire Stations 2	2x Year	All Carpets & Recliner Upholstery (7)
Fire Stations 6	2x Year	All Carpets & Recliner Upholstery (7)
Fire Stations 48	2x Year	All Carpets & Recliner Upholstery (4)
Fire Stations 58	2x Year	All Carpets & Recliner Upholstery (6)
Fire Stations 65	2x Year	All Carpets & Recliner Upholstery (10)
Fire Stations 91	2x Year	All Carpets & Recliner Upholstery (7)
Fire Station 99	2x Year	All Carpets & Recliner Upholstery (6)
PSB	Quarterly	Main lobby upholstery cleaning
	Quarterly	Deep clean carpets in high traffic areas to include "The SET, Report Writing Rm, women's locker room and Community Service Area
	Quarterly	Scrub & Buff Lobby floor
	2x Year	The remaining carpeted areas (Employee Break Rm/Conference Rm, Investigations, Child Care holding, Patrol Lt office, Exec Hallway, Accounting, Chiefs Offices and Admin Sergeants area should be added here.
	2x Year	Power wash flooring and walls of jail holding area and cells
	Daily	Clean Restrooms in jail area
	Daily	Clean Showers in Gym and both locker rooms
	Quarterly	Clean base boards throughout the PSB
	Monthly	Clean glass windows and doors in the front lobby of Police and Fire and back and side entrances into the building
	Weekly	Dust and clean window covering in offices within the PSB

	Weekly	Clean mirrors in Gym
PSB Fire Admin	2x Year	Power wash cement flooring outside of Fire Admin
	2x Year	Carpets & Sofa
Animal Shelter	Quarterly	Cleaning of 154 Vents (arm's length)
TGCC	Weekly	Clean and polish metal cabinets and mirrors. Spot clean walls and ceramic tiles. Wet mop all restroom floors. Clean door handles.
Other	As needed	Various
Restock Feminine Product Dispensers		Animal Shelter
		CRC
		EOC
		Senior Center
		PSB
All Other Sites	2x Year	Carpet Cleaning

AS-NEEDED SPECIAL CLEANING

1. TownGate Community Center

- a. Clean warming oven and microwave inside and out.
- b. Clean all floors, including the banquet room, restrooms, and kitchen.
- c. Remove streamers or foreign items from chairs and tables.
- d. Remove black marks from floors as needed.
- e. Wipe off all tables before cleaning floors.
- f. Empty all trash containers and replace liners with clean ones.
- g. Wipe down countertops, tables, and sinks.
- h. Clean the exterior of the freezer, refrigerator, and ice machine.
- i. Clean inside the refrigerator and freezer when spills are present.
- j. Clean restrooms, including floors, toilets, urinals, and sinks; refill dispensers.
- k. Wipe down all doors leading into the banquet room to remove smudges.

2. Conference & Recreation Center (CRC)

- a. Grand Valley Ballroom
 1. Vacuum the ballroom floor.
 2. Remove gum or foreign objects from the carpet.
 3. Sweep the stage and platform area; remove black marks as needed.
 4. Wipe down all tables before vacuuming.
 5. Empty all trash containers and replace liners.
 6. Wipe down all doors leading into the banquet room to remove smudges.
 7. Clean and wipe all handrails on the stage (front and back areas).
- b. Kitchen
 1. Clean the convection oven inside and out.
 2. Clean the stove/oven inside and out.
 3. Sweep and mop the floor.
 4. Wipe down countertops, tables, and sinks.
 5. Clean the exterior of the freezer, refrigerator, and ice machine.
 6. Clean inside the refrigerator and freezer when spills are present.

c. Meeting Rooms

1. Vacuum carpeting and mop floors.
2. Remove gum or foreign objects from the carpet.
3. Wipe down all tables, countertops, and sinks.
4. Empty all trash containers and replace liners.

ROUTINE SCHEDULE

For Routine Schedule, please refer to Attachment B – Site Frequency

HOLIDAY SCHEDULE

New Year's Day	January 1 st
Martin Luther King, Jr. Birthday	3 rd Monday in January
Presidents Day	3 rd Monday in February
Cesar Chavez Day	March 31 st
Memorial Day	Last Monday in May
Juneteenth Day	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th

GENERAL PROVISIONS

1. Care of Work Areas

- a. Contractor employees shall not disturb papers on desks, open drawers or cabinets, or use City equipment such as telephones, radios, or televisions. Personal or City property shall not be tampered with under any circumstances.
- b. Any potentially important envelopes or materials found in waste containers or on the floor shall be left in place with a note, and the Purchasing & Sustainability Division Manager (or designee) shall be notified via telephone or email by 9:00 a.m. on the next business day.
- c. Contractor employees must take all necessary precautions to prevent damage to City property. Any damage caused by Contractor employees to City or personal property must be repaired or replaced at the Contractor's expense.

- d. In the event of property damage, the responsible employee must leave a written notice in the affected area, and the Contractor must notify the Purchasing & Sustainability office by 9:00 a.m. the next business day.

2. Security

- a. If an issue arises that could result in damage or a security breach (e.g., water leaks, broken windows, unsecured exterior doors, security alarms), Contractor employees must immediately notify their supervisor, who shall then contact a Fleet & Facilities representative via the after-hours contact number.
- b. Before leaving, Contractor employees must ensure that all doors and windows they open are securely closed and locked, and that any lights turned on during cleaning are switched off.
- c. If any keys, key cards, or alarm codes are lost, the Contractor may be required to cover the cost of re-keying affected locks. All lost security items must be reported immediately to the Purchasing & Sustainability Division Manager or designee.

3. Building Access Restrictions

- a. Contractor employees shall not grant access to anyone, including City employees, into secured buildings or locked offices.
- b. Authorized City employees possess their own keys and/or key cards and should not require assistance from Contractor staff for entry.

4. Emergencies

- a. Contractor employees must call 9-1-1 immediately if they observe:
- b. Destruction of City property, inside or outside the building.
- c. Unauthorized individuals attempting forced entry into a City facility.
- d. Fire within or near the building.
- e. Smoke or a strong odor of gas.
- f. Any situation requiring immediate emergency response.

5. Hazardous Materials

- a. The Contractor shall not use hazardous materials or chemicals in any City facility without submitting a Material Safety Data Sheet (MSDS) and receiving written authorization from the Purchasing & Facilities Division Manager or designee.
- b. If hazardous waste is generated during work, the Contractor is responsible for its immediate and lawful disposal.
- c. If Contractor employees discover hazardous materials (e.g., empty aerosol cans, used motor oil), they must immediately notify their supervisor.
- d. If the material requires urgent cleanup or removal, the supervisor shall contact a Fleet & Facilities Maintenance representative via the after-hours emergency number.
- e. If the situation is not urgent, the Contractor must notify the Fleet & Facilities Maintenance Division office by 9:00 a.m. the next business day.

6. Work Coordination & Phasing

- a. Contractor employees may encounter City employees and citizens using council chambers, banquet rooms, conference rooms, and office spaces during their scheduled work hours.
- b. Cleaning shall be scheduled and performed in phases to avoid disrupting meetings or City operations.
- c. Under no circumstances should work commence in a room while a meeting is in progress.
- d. If a City employee is working after hours in an office, the Contractor's employee may request permission to proceed with cleaning, but the employee's decision must be respected.

7. Professional Conduct & Personnel Standards

- a. Contractor employees must demonstrate the highest level of professionalism in speech, conduct, and actions when interacting with City employees, officials, visitors, and the public.
- b. The City, through the Fleet & Facilities Maintenance Division, reserves the right to immediately remove any Contractor employee who violates these standards.
- c. Employees under the influence of alcohol or drugs are strictly prohibited from entering City premises.
- d. The Contractor shall promptly remove and replace any employee whose conduct, performance, or behavior is deemed unsatisfactory by the City.

Contractor's Employees may not:

- Perform any service beyond their capability or training.
- Use cleaning equipment or electrical outlets that are in need of repair.
- Unplug electrical cords from outlets in use, i.e. computers, printers, etc.
- Open and/or look in desk drawers, furniture, file cabinets, clothing, etc.
- Take any items from a facility, no matter how small or insignificant the item may be (e.g. partial roll of toilet tissue, stick of gum, one penny). If in doubt, the Contractor's employee should ask their supervisor.
- Loiter in the parking areas before or after work.
- Keep or remove trash or discarded items. These types of items are still considered to be the property of the City and are to be deposited in the appropriate bins.
- Enter restricted areas, such as roofs, computer server rooms, etc., unescorted by City personnel.
- Bring relatives, friends, or other non-employees of the Contractor to work with them.
- Smoke inside any facility or within 20 feet of the exterior of any entrance.
- Use City telephones for any purpose, except to call 911.
- Use individual desks to take breaks. Appropriate locations will be designated for breaks (e.g. kitchen, break room, etc.)

The Contractor shall assign a supervisor working regular working hours for the duration of this Contract. He/she shall have a minimum of five (5) years' experience in janitorial maintenance supervision. The Contractor or his staff shall have expertise and experience in cleaning solutions and spot extraction from a variety of surfaces. The supervisor shall be capable of communicating effectively both in written and spoken English.

8. Personnel Attire – All employees shall be required to wear appropriate attire and picture identification badges that readily identifies the individuals as employees of the Contractor. All badges shall be approved by the Purchasing & Sustainability Division Manager, or his/her designee, and be provided by the Contractor at Contractor's expense.
9. City to Provide – The following shall be provided to the Contractor:
 - a. Electricity.
 - b. Water.
 - c. Trash container liners, including those for the sanitary napkin containers. No liners will be provided for recycle bins.
 - d. Consumable items (toilet paper, paper towels, hand soap, toilet seat covers).
 - e. Various janitor spaces – not available at all sites. All equipment and supplies must be kept only in these spaces and the areas must be kept clean and orderly. All faucets and lights are to be turned off upon leaving.
 - f. Dumpster and/or recycle bins are outside of the building for the disposal of trash and recyclables – not available at all sites. All dumpster/recycle enclosures shall be kept clean. At no time shall excess trash be left on the ground around the bins or inside the building. If an exterior bin is full, the trash is to be deposited into another City bin, even if it is at another site. All cardboard boxes are to be broken down before being placed in the recycle bin.
 - g. Feminine Product Dispensers – The Contractor shall be responsible for supplying and restocking the product for the dispensers. The Contractor may retain all revenues collected from these dispensers. The City shall provide and repair the dispensers at its expense. The City shall also provide liners for the sanitary waste containers.

EXHIBIT B

CITY RESPONSIBILITIES

1. The City of Moreno Valley is responsible for providing requests for service access to sites to perform estimates and/or work, and organizing site visits.
2. Provide escorts at sites that require the presence of a City employee during work periods.
3. Provide purchase orders or written authorization to confirm the approval of work.
4. Provide materials when the scope of work so indicates.
5. City shall provide electricity and water.
6. City shall provide waste container liners, including sanitary containers. Liners will not be provided for recycling bins.
7. City shall provide consumable items (toilet paper, paper towels, hand soap, toilet seat covers).
8. Secured janitor spaces are available at most sites and will be provided whenever possible.
9. Dumpster and/or recycling bins are available outside of the building at most sites and will be available to the Vendor wherever possible for the disposal of trash and recyclables.
10. A copy of Attachment A - Janitorial Service Specifications and Attachment B -Pricing Proposal will remain on file with the City in accordance with applicable laws.

EXHIBIT C

TERMS OF PAYMENT

1. The Vendor's compensation shall be \$5,000,000 over the course of this agreement.
2. The Vendor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <https://moval.gov/departments/financial-mgmt-svcs/svc-biz-license.html>
3. The Vendor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Vendor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
 - a. Accounts Payable questions can be directed to (951) 413-3073.
 - b. Copies of invoices may be submitted to Finance Administration at financeadmin@moval.org or calls directed to (951) 413-3021.
4. The Vendor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - a. Vendor Name, Mailing Address, and Phone Number
 - b. Invoice Date
 - c. Vendor Invoice Number
 - d. City-provided Reference Number (e.g. Project, Activity)
 - e. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Vendor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
9. Liquidated Damages for Non-Performance. The Vendor shall complete all work within the required timeframes, schedules, and performance intervals as set forth in this Agreement, the Scope of Work, or as directed by the City. If the Vendor fails to meet these performance obligations, the City may assess liquidated damages in the amount **of 1% of the total contract price per working day for each working day the deficiencies remain uncorrected.**

The Vendor acknowledges that actual damages resulting from such delays would be difficult to ascertain and agrees that this amount represents a reasonable pre-estimate of the City's costs and impacts due to non-performance. Such liquidated damages shall be deducted from progress payments. If the remaining unpaid contract price is insufficient to cover the full amount, the Vendor shall be responsible to pay the difference.

The City retains the right to issue a Change Order reducing the contract price, require acceleration of performance at the Vendor's expense, or pursue any other legal remedy, including collection from the Vendor, its insurance, or surety. The City shall provide written notice to the Vendor before assessing liquidated damages. Liquidated damages shall not be assessed for delays caused by the City or circumstances beyond the Vendor's reasonable control.

Neither the City's failure nor delay in deducting liquidated damages from payments due to the Vendor, nor City's failure or delay in notifying Vendor of the accrued liquidated damages, shall be deemed a waiver of City's right to enforce this section. The imposition of liquidated damages shall not limit City's ability to seek additional remedies for Vendor default, including termination of this Agreement if non-performance persists.

10. Vendor Compensation and Rate Adjustment. Any request for an increase in Vendor's compensation shall be based on an annual inflation adjustment, calculated for the previous calendar year, based on the Riverside-San Bernardino-Ontario Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Any such request shall be made to the City in writing

no later than May 1 of each year. Upon approval, the adjustment would be effective July 1 of the following fiscal year.

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