



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

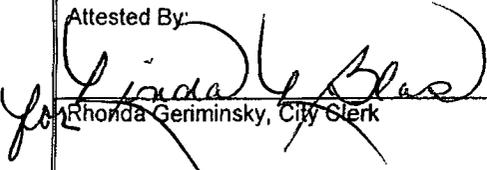
Solicitation No. P13-0027(A) Page 1 of 1
Description: Janitorial Services
Amendment No.: Five (5)
Extension No.: Three (3) Date: 12/15/15

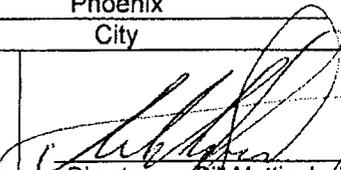
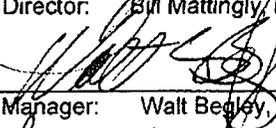
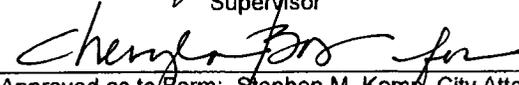
The above referenced contract is hereby amended as follows:

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall *expire on 02/28/2016* and is hereby extended for an additional twelve (12) months. Therefore, the new contract term is **03/01/2016 to 02/28/2017. EXTENSION THREE.**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>1-7-2016</u>	<u>Edward Antos, Sr. Vice President</u>	<u>Related Services Inc. dba: JANI-KING of Phoenix</u>	
Signature	Date	Typed Name and Title	Company Name	
<u>7250 N. 16TH Street, Ste 302</u>		<u>Phoenix</u>	<u>AZ</u>	<u>85020</u>
Address		City	State	Zip Code

Attested By:

Rhonda Geriminsky, City Clerk

	<u>12-17-2015</u>	<u>Director: Bill Mattingly, P/W/Utilities Director</u>
	<u>12/16/15</u>	<u>Manager: Walt Begley, Facilities Manager</u>
	<u>12-16-15</u>	<u>Department Rep: Robert Patterson, Facilities Maintenance Supervisor</u>
		<u>Approved as to Form: Stephen M. Kemp, City Attorney</u>



City Seal
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Arizona

CC Number
ACON 05213E
Contract Number

Official File

The above referenced Contract Amendment is hereby Executed
January 20 2016, at Peoria, Arizona

Dan Zenko, Materials Manager



CONTRACT AMENDMENT

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

Solicitation No. P13-0027(A) Page 1 of 1
Description: Janitorial Services
Amendment No.: Four (4) Date: November 3, 2014
Extension No.: Two (2)

The above referenced contract is hereby amended as follows:

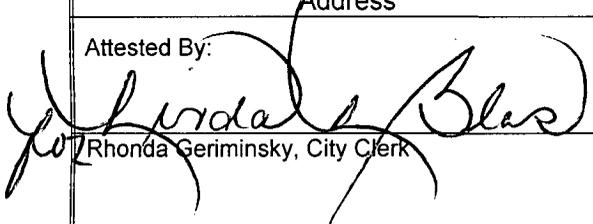
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall *expire on 02/28/2015* and is hereby extended for an additional twelve (12) months. Therefore, **the new contract term is 03/01/2015 to 02/28/2016. EXTENSION TWO.**

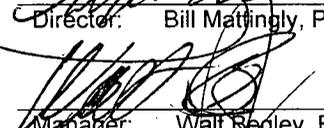
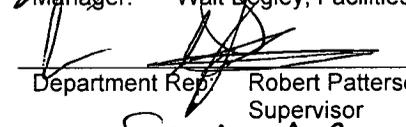
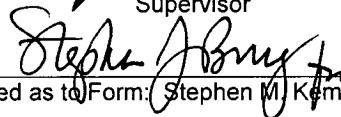
Nothing Further.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>11-12-14</u>	<u>Edward Antos, Sr. Vice President</u>	<u>Related Services Inc. dba: JANI-KING of Phoenix</u>	
Signature	Date	Typed Name and Title	Company Name	
<u>7250 N. 16TH Street, Ste 302</u>		<u>Phoenix</u>	<u>AZ</u>	<u>85020</u>
Address		City	State	Zip Code

Attested By:


Rhonda Geriminsky, City Clerk

	<u>11-04-2014</u>	<u>Director: Bill Mattingly, PW/Utilities Director</u>
	<u>11/4/14</u>	<u>Manager: Walt Begley, Facilities Manager</u>
	<u>11/4/14</u>	<u>Department Rep: Robert Patterson, Facilities Maintenance Supervisor</u>
		<u>Approved as to Form: Stephen M. Kemp, City Attorney</u>



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Arizona

CC Number
ACON 05213D
Contract Number

Official File

The above referenced Contract Amendment is hereby Executed

Nov. 19 . 2014 . at Peoria, Arizona

Dan Zenko, Materials Manager



CONTRACT AMENDMENT

Solicitation No P13-0027(A) Page 1 of 1
 Description Janitorial Services
 Amendment No Three (3) Date

Materials Management Procurement
 9875 N 85th Ave, 2nd Fl
 Peoria, AZ 85345
 Telephone (623) 773-7115
 Fax (623) 773-7118
 Buyer Christine Finney

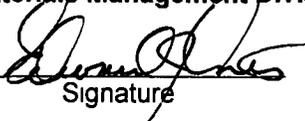
The above referenced contract is hereby amended as follows

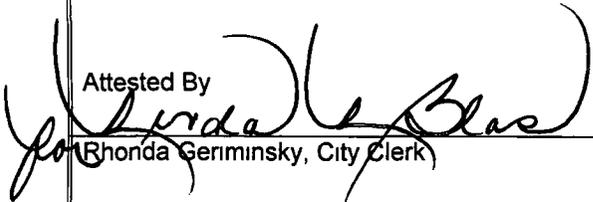
- 1 The Sunrise Family Center is amended to include the monthly cleaning of all Area Rugs The cost for this additional work is \$150/month
- 2 Attached Revised Price Sheet hereby replaces all previous price sheets

All other provisions of the contract shall remain in their entirety

Nothing Further

Contractor hereby acknowledges receipt and agreement A signed copy shall be filed with the City of Peoria, Materials Management Division

 Signature	<u>3/2/14</u> Date	Edward Antos, Sr Vice President Typed Name and Title	Related Services Inc dba JANI-KING of Phoenix Company Name
7250 N 16 TH Street, Ste 302 Address	Phoenix City	AZ State	85020 Zip Code

Attested By

 Rhonda Germinsky, City Clerk



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 Arizona

CC Number
 ACON05213C
 Contract Number

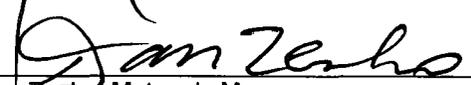
Official File


 Department Rep Robert Patterson, Facilities Maintenance Supervisor
3/4/14


 Director Bill Mattingly, PW/Utilities Director
0304-2014


 Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
March 19, 2014 at Peoria, Arizona


 Dan Zenko, Materials Manager

**Jani-King
Contract Amendment #3
P13-0027, Janitorial Services**

FACILITIES LOCATIONS

ORIGINAL CONTRACT

Description	Qty	U/M	Unit Price	Annual Price	Green per Day
Sunrise Mountain Library (Weekdays) – (daily)	252	Day	\$ 167 83	\$ 42,293 16	\$ 8 00
Sunrise Mountain Library (Weekends) – (daily)	104	Day	\$ 77 27	\$ 8,036 08	\$ 8 00
Sunrise Family Center – (Weekdays) – (daily)	250	Day	\$ 56 77	\$ 14,192 50	\$ 7 70
Community Center - (Weekdays) - (as per CA#1)	260	Day	\$ 173 05	\$ 44,994 00	n/a
Previous Contract Amount				\$ 109,515 74	

Contract Amendment #3

Sunrise Family Center - Monthly Cleaning of all area Rugs	12	Month	\$ 150 00	\$ 1,800 00	n/a
CA#3 Amount				\$ 1,800 00	
Previous Contract Amount + CA#3				\$ 111,315 74	

EXTRA WORK (On-Call)

Description	Qty	U/M	Unit Price
Additional Services - as needed	1	Hour	\$ 15 00
Construction Cleanup - as needed	1	Hour	\$ 15 00
Porter Services - as needed	1	Hour	\$ 15 00
VCT Hard Floor Cleaning – Scrub/Strip/Recoat	1	Sq Ft	\$ 0 14
Carpet Cleaning	1	Sq Ft	\$ 0 10



CONTRACT AMENDMENT

Materials Management Procurement

9875 N 85th Ave 2nd Fl
Peoria, AZ 85345
Telephone (623) 773-7115
Fax (623) 773-7118

Buyer Christine Finney

Solicitation No	P13-0027(A)	Page 1 of 1
Description	Janitorial Services	
Amendment No	Amd #2 (Ext#1)	Date January 7, 2014

The above referenced contract is hereby amended as follows

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 02/28/2014 and is hereby extended for an additional twelve (12) months

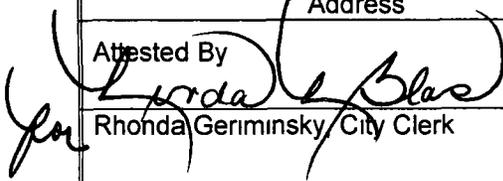
Therefore, the new contract term is 03/01/2014 to 02/28/2015

All other provisions of the contract shall remain in their entirety

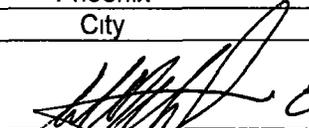
Nothing Further

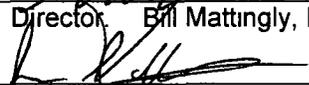
Contractor hereby acknowledges receipt and agreement A signed copy shall be filed with the City of Peoria, Materials Management Division

	<u>3/7/14</u>	Edward Antos, Sr Vice President	Related Services Inc dba JANI-KING of Phoenix
Signature	Date	Typed Name and Title	Company Name
<u>7250 N 16TH Street, Ste 302</u>		Phoenix	AZ 85020
Address		City	State Zip Code

Attested By 

Rhonda Geriminsky, City Clerk

 02-24-2014
Director, Bill Mattingly, PW/Utilities Director

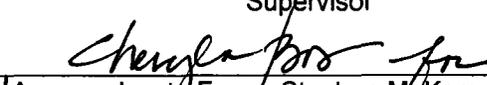
 1/7/14
Department Rep Robert Patterson, Facilities Maintenance Supervisor



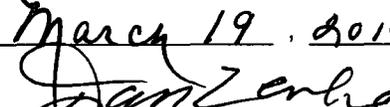
City Seal
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CC Number

ACON05213B
Contract Number

 for
Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
March 19, 2014, at Peoria, Arizona


Dan Zenko, Materials Manager

Official File

ACON05213B



CONTRACT AMENDMENT

Materials Management

Procurement

9875 N 85th Ave 2nd Fl
Peoria AZ 85345
Telephone (623) 773 7115
Fax (623) 773-7118

Buyer Christine Finney

Solicitation No P13-0027(A) Page 1 of 1
Description Janitorial Services
Amendment No One (1) Date October 29 2013

The above referenced contract is hereby amended as follows

1 The following location is added to the Contract

<u>Location</u>	<u>Days of Service</u>	<u>Price</u>
Community Center 8335 W Jefferson Peoria, AZ 85345	Mon - Fri	\$ 173 05/per day

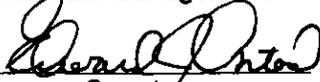
2 The Facility shall be serviced in accordance with the attached documentation (Jani-King quote, and Attachment A, Cleaning Schedule)

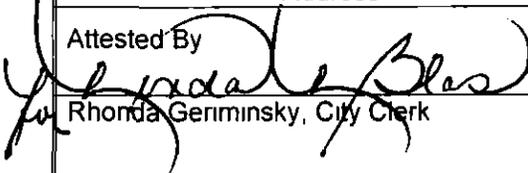
3 Attached Revised Price Sheet hereby replaces all previous price sheets

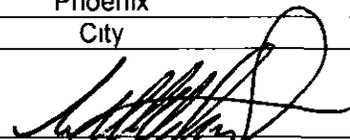
All other provisions of the contract shall remain in their entirety

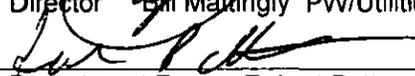
Nothing Further

Contractor hereby acknowledges receipt and agreement A signed copy shall be filed with the City of Peoria, Materials Management Division

 Signature	11-5-13 Date	Edward Antos, Sr Vice President Typed Name and Title	Related Services Inc dba JANI-KING of Phoenix Company Name
7250 N 16 TH Street, Ste 302 Address	Phoenix City	AZ State	85020 Zip Code

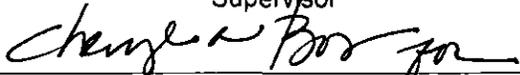
Attested By

Rhonda Geriminsky, City Clerk

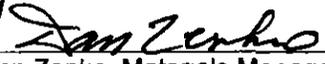
 10-30-2013
Director Bill Mattingly PW/Utilities Director

 10/29/13
Department Rep Robert Patterson Facilities Maintenance Supervisor



CC Number
ACON05213A
Contract Number


Approved as to Form Stephen M Kemp City Attorney

The above referenced Contract Amendment is hereby Executed
Nov. 19 2013 at Peoria Arizona

Dan Zenko Materials Manager

City Seal
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Official File

ACON05213A

**Jani-King
Contract Amendment #1
P13-0027, Janitorial Services**

FACILITIES LOCATIONS

ORIGINAL CONTRACT

Description	Qty	U/M	Unit Price	Annual Price	Green per Day
Sunrise Mountain Library (Weekdays) – (daily)	252	Day	\$ 167 83	\$ 42,293 16	\$ 8 00
Sunrise Mountain Library (Weekends) – (daily)	104	Day	\$ 77 27	\$ 8,036 08	\$ 8 00
Sunrise Family Center – (Weekdays) – (daily)	250	Day	\$ 56 77	\$ 14,192 50	\$ 7 70
Original Contract Amount				\$ 64,521 74	

Contract Amendment #1

Community Center - (Weekdays) in accordance with attached Notes/Documentation	260	Day	\$ 173 05	\$ 44,994 00	n/a
CA#1 Amount				\$ 44,994 00	
Original Contract Amount + CA#1				\$ 109,515 74	

EXTRA WORK (On-Call)

Description	Qty	U/M	Unit Price
Additional Services - as needed	1	Hour	\$ 15 00
Construction Cleanup - as needed	1	Hour	\$ 15 00
Porter Services as needed	1	Hour	\$ 15 00
VCT Hard Floor Cleaning – Scrub/Strip/Recoat	1	Sq Ft	\$ 0 14
Carpet Cleaning	1	Sq Ft	\$ 0 10

Price Sheet



Salvador Arguello

Notes:

Franchisee 169

JaniKing of Phoenix

7542 W Cholla St

Peoria, Arizona 85345

(602) 573-2545

Facility

Community Center

5 x per week (approx 260 days per year)

Monday through Friday

For scheduled services as outlined in scope of work

Fixed Rate per Service Day

Extended Total for Service Year

Week Days (approx.260)

\$150 00 Labor

\$39000 00

Friday (approx. 52) additional clean on main R/R wash and Kitchen floor scrub

\$60 00 Labor

\$3120 00

Monthly R/R floor scrub of all 5 R/R

\$120 per Month (8 Hours)

\$1440 00

Quarterly carpet clean approx 3586 square foot

\$1434 00

Fixed Rate per Day

\$173 05

\$44994 00

◆ We Appreciate Your Business ◆

**Jani-King
Award Pricing Summary
P13-0027, Janitorial Services**

ALL INCLUSIVE PRICING

Where all consumables (except Sunrise Mountain sites) are provided by the CONTRACTOR

FACILITIES LOCATIONS

Description	Qty	U/M	Unit Price	Annual Price	Green per Day
Sunrise Mountain Library (Weekdays) – (daily)	252	Day	\$ 167.83	\$ 42,293.16	\$ 8.00
Sunrise Mountain Library (Weekends) – (daily)	104	Day	\$ 77.27	\$ 8,036.08	\$ 8.00
Sunrise Family Center – (Weekdays) – (daily)	250	Day	\$ 56.77	\$ 14,192.50	\$ 7.70
				\$ 64,521.74	

EXTRA WORK

Description	Qty	U/M	Unit Price
Additional Services - as needed	1	Hour	\$ 15.00
Construction Cleanup - as needed	1	Hour	\$ 15.00
Porter Services - as needed	1	Hour	\$ 15.00
VCT Hard Floor Cleaning – Scrub/Strip/Recoat	1	Sq.Ft.	\$ 0.14
Carpet Cleaning	1	Sq.Ft.	\$ 0.10

**NOT ALL-INCLUSIVE PRICING
(where ALL consumables are provided by CITY)**

FACILITIES LOCATIONS

Description	Qty	U/M	Unit Price	Annual Price	Green per Day
Sunrise Mountain Library (Weekdays) – (daily)	252	Day	\$ 167.83	\$ 42,293.16	\$ 8.00
Sunrise Mountain Library (Weekends) – (daily)	104	Day	\$ 77.27	\$ 8,036.08	\$ 8.00
Sunrise Family Center – (Weekdays) – (daily)	250	Day	\$ 56.77	\$ 14,192.50	\$ 7.70
				\$ 64,521.74	

EXTRA WORK

Description	Qty	U/M	Unit Price
Additional Services - as needed	1	Hour	\$ 15.00
Construction Cleanup - as needed	1	Hour	\$ 15.00
Porter Services - as needed	1	Hour	\$ 15.00
VCT Hard Floor Cleaning – Scrub/Strip/Recoat	1	Sq.Ft.	\$ 0.14
Carpet Cleaning	1	Sq.Ft.	\$ 0.10

Original Solicitation



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof, or
- (3) Reissue a *Request For Proposal*.

c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the



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City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Janitorial Services**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Firm Fixed Price
7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
9. **Pre-Proposal Conference:** A conference will be held at the Municipal Office Complex, Materials Management Division:
 - ADDRESS:** 9875 N. 85th Avenue
Peoria, Arizona 85345
Point of View Conference Room
 - DATE:** October 15, 2012
 - TIME:** 8:00 A.M., Arizona Time

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.
10. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.



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11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - A. Contractor's Methodology;
 - B. Firm's & Staff's Experience and Qualifications;
 - C. Cost Considerations;
 - D. Similar Experience/References
 - E. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.
12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
13. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
14. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
15. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
16. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the industry.
17. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
18. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
19. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
20. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
21. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
22. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.



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Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

- 23. **Billing:** All billing notices to the City shall identify the specific service or item(s) being billed and the purchase order number. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
- 24. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
- 25. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
- 26. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

27. **Required Insurance Coverage:**

- a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the



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indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

28. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

29. Cancellation and Expiration Notice: Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

30. Independent Contractor:

a. General



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- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

31. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

32. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

33. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.



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- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
34. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
35. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
36. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - Ensure that offices and workspaces containing customer information are secure.
 - Ensure that computer virus protection is up to date.
37. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
38. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;



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- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.



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I. BACKGROUND

The City of Peoria is seeking qualified firms for the routine cleaning of five utility buildings and two recreation buildings.

It is the operating philosophy of the City of Peoria Public Works, Utilities and Facilities Division that the general appearance and quality of service throughout our facilities be of the highest standards, which shall be determined by and have final approval of the Public Works/Utilities staff. The facilities shall be maintained as a first-class property.

II. LOCATIONS AND CLEANING SCHEDULE

All facilities will be closed on the following holidays as observed by the City. Services will not be performed on these days unless the City makes such request: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day.

Whenever a holiday falls on a Saturday, it shall be observed on the preceding Friday. Whenever a holiday falls on a Sunday it shall be observed on the following Monday. No charges will be incurred by the City on holidays.

The areas that require services, their locations and an overview of their cleaning schedules are outlined below. Cleaning Schedules for the specified locations are found in **Attachment A**. These schedules may be modified by the City as needs change. The City of Peoria shall approve the contractor's proposed schedule for accomplishing the required services.

A. Greenway Water Treatment Plant - located at 7300 W. Greenway Road, Peoria, AZ.

Approximate number of City staff at location is fifteen (15).

Consists of three buildings:

Operation Building - consist of offices, 4 restrooms, two locker rooms, one break room, one meeting room, one conference room, and one lab.

Ozone Building - consists of offices and one restroom.

Chlorine Building - one restroom.

Cleaning Schedule: Two (2) times per week. Services shall be performed Monday – Friday, between the hours of 7:00 AM – 2:00 PM. A Monday/Friday cleaning schedule is not desirable.

B. Jomax Waste Water Treatment Plant - located at 12483 W. Jomax Rd, Peoria, AZ.

Approximate number of City staff at location is three to four (3-4).

Consists of two buildings:

Operations Building - Office, two restrooms, a lab, a storage room, a control room and computer room.

Jomax Bathroom (Trailer) - 160 sq. ft.



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Cleaning Schedule: Operations Building Two (2) times per week, Bathroom Trailer One (1) time per week. Services shall be performed Monday – Friday, between the hours of 7:00 AM – 2:00 PM. A Monday/Friday cleaning schedule is not desirable.

C. Beardsley Waste Water Treatment Plant - located at 19980 N. 111th Avenue, Peoria, AZ.

Approximate number of City staff at location is twenty (20).

Consists of two buildings:

Operation Building – One lobby, offices, two locker areas, four restrooms, kitchen, two labs, control room, three storage rooms, one conference room and two meeting rooms.

Water Quality/Environmental Lab Building: One restroom/ locker, a lab, a control room.

Cleaning Schedule: Operations Building - Two (2) times per week, Lab - One (1) time per week. Services shall be performed between Monday – Friday, between the hours of 7:00 AM - 2:00 PM. A Monday/Friday cleaning schedule is not desirable.

D. Quintero Water Treatment Plant - located at 19194 Iron Age Drive, Peoria AZ.

Approximate number of City staff at location is one (1).

Consists of one building - a control room, two labs, and two locker / restrooms.

Cleaning Schedule: One (1) time per week. Services shall be performed Monday or Thursday, between the hours of 7:00 am – 1:00 pm.

E. Butler Water Reclamation Facility Plant - located at 8660 N. 79th Ave, Peoria AZ.

Approximate number of City staff at location is ten (10).

Consists of one building - a lobby, offices, kitchen, two locker/restrooms, control room, and lab.

Cleaning Schedule: Two (2) times per week. Services shall be performed Monday – Friday, between the hours of 7:00 AM – 2:00 PM. A Monday/Friday cleaning schedule is not desirable.

F. Sunrise Mountain Library - located at 21109 N. 98th Avenue, Peoria AZ.

Approximate number of City staff at location is thirteen (13).

Consists of one building - a lobby, classroom, office, restrooms, kitchen.

Cleaning Schedule: Services shall be performed Daily during normal working hours which are: Monday – Thursday 9:00 AM – 8:00 PM, Friday 9:00 AM – 6:00 PM, Saturday 9:00 AM – 6:00 PM, Sunday 1:00 PM – 5:00 PM.

Additional Requirements: Contractor shall provide a mid-day porter (Mon-Fri) to touch up restrooms and perform other duties as needed for a minimum of two (2) hours per day. The cost for the porter must be included in the daily rate for this facility.

The City will provide a portion of the supplies for the Sunrise Mountain Library.



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The City shall provide for the Library: Hand soap, jumbo roll toilet tissue, EnMotion roll towels, large and small trash liners, toilet seat covers and Sure Flow soap in a box.

The Contractor will provide for the Library: All cleaning chemicals, waxed sanitary bags, mops and rags.

G. Sunrise Family Center - located at 21303 N. 86th Drive, Peoria, AZ.

Facility is a day care, with approximately 75-90 children enrolled, between the ages of 2 and 5.

Approximate number of City staff at this location is six (6). Operating hours are Mon-Fri, 6am-6pm.

Consists of two restrooms, an office, kitchen, a lobby and two classrooms.

Cleaning Schedule: Five (5) times per week. Services to be performed Monday – Friday, between the hours of 9:00 PM and Midnight. Weekends may be requested on an as-needed basis.

The City will provide a portion of the supplies for the Sunrise Family Center.

The City shall provide for the Family Center: Hand soap, jumbo roll toilet tissue, EnMotion roll towels, large and small trash liners, toilet seat covers and Sure Flow soap in a box.

The contractor will provide for the Family Center: All cleaning chemicals, waxed sanitary bags, mops and rags.

III. CITY'S RESPONSIBILITIES

- A. City of Peoria staff shall immediately notify the contractor of any deficiencies, allowing reasonable time to respond and initiate corrective action.
- B. The City will provide secured storage space for the contractor's equipment and supplies. City will provide such light, heating and air conditioning, water and power as are necessary to perform the services. Contractor will be economical in its use of these facilities. Contractor will not be charged for utilities usage. City will provide trash and recycle facilities conveniently adjacent to the premises.
- C. The City will provide, for the Sunrise Library and Sunrise Family Center, the following consumable items, to be stocked by the contractor *either onsite or at an offsite location provided by the contractor*: hand soap, hand sanitizer, toilet paper, seat liners, trash liners and roll towels.
- D. The contractor, unless otherwise directed, shall be responsible for supplying all other consumables, including, but not limited to: antibacterial hand soap, urinal screens, waxed sanitary bags, and all cleaning products.
- E. Schedules for certain sites may change, depending on staff schedules. Contractor shall be notified seven days of any schedule changes. The Sunrise Family Center schedule changes from week to week. Contractor will be notified by 5:00 PM on Friday of the following week's schedule.

IV. MINIMUM SERVICE REQUIREMENTS

A. Equipment & Supplies:

- 1. The contractor shall furnish all necessary labor, tools, equipment and supplies (as indicated), and other



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accessories and services to perform the cleaning services outlined herein. Contractor shall not use the City's supplies for cleaning such as restroom hand towels, soaps, etc.

- All cleaning equipment shall be of the latest type. All equipment shall be kept in first class working order at all times. Cleaning carts, vacuums and floor machines will be equipped with protective guards to prevent marring of doors, walls, baseboards, etc. All vacuum cleaners will be heavy duty, first commercial grade with ¾ horsepower and will have a beater bar and a filter.

B. Consumables: Unless otherwise directed, the contractor shall provide and stock the following consumable items:

<u>Item No.</u>	<u>Description</u>	<u>Size/Quantity</u>
WAXIE 380480	HAND SOAP - Bobrick Sureflo Pink Lotion Cleanser-B-81212	1 -12 liter box
WAXIE 388074	HAND SOAP - Antibacterial	1 gallon
WAXIE 385880	HAND SOAP - Green Certified Foam Soap - 1250ml per box (for family center)	3 bx per case
WAXIE 381662	PURELL - Hand Sanitizer - 1000ml	1000 ml box
WAXIE 851127	Toilet Tissue - Preference White 2ply - 550 sheets per roll	80 rolls per case
WAXIE 851093	EcoLogo - Toilet Tissue - Jumbo Roll 12"X 3.5" (2000) white unperfated	6 rolls per case
WAXIE 850225	Multi-Fold Towels -Preference white towel - 9.25X9.5 - 250 towels per pack	12 pack per case
WAXIE 851530	041- Toilet Seat Covers - 250 sheets per pack	20 packs per case
WAXIE 850543	GP - EnMotion 8" -HiCap Recessed Rolled Towels - 8"X8.25" -700' per roll	6 rolls per case
WAXIE 850560	GP - EnMotion 10" - Touchless Rolled Towels - 800' per roll	6 rolls per case
WAXIE 707077	SMALL TRASH LINERS - 24X24 1 mil clear liners	500 per case
WAXIE 704525	MEDIUM TRASH LINERS - 30X37 Liners - 10 microns	500 per case
WAXIE 704762	LARGE TRASH LINERS - 43X47 Clear 1.5 mil liners	100 per box

C. Drug Screening: All contractor's employees who provide on-site services under this contract shall have passed the U.S. Department of Transportation 5 Panel Drug Screen with negative results within the previous 30 days prior to performing services under this contract and annually thereafter. Testing results shall be submitted to the City by the contractor for the contractor's employees who perform services under this contract.



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D. Contractor Personnel & Staffing: It is the contractor's responsibility to notify the City when changes occur to key personnel and to the staffing plan. Contractor employees shall be required to sign in and out of each facility using a log which will be kept onsite.

E. City-Owned Vehicles:

1. Contractor's personnel may operate City-owned motor vehicles, if requested by the City, for official purposes only, and solely in the performance of the contract. Contractor's employees shall comply with all City policies related to operating City-owned vehicles.
2. Prior to contractor's employees operating City-owned vehicles, the City will request the contractor submit a copy of the employee's driver's license for the purposes of obtaining a MVD report of employee's motor vehicle driving record including major driving citations received, and points assessed. Based on the results of this report, the City of Peoria Risk Management Division will determine, at its sole discretion, if the employee will be approved to operate City-owned vehicles. If approved, the employee will be required to attend the City's Defensive Driving Course, which may be held in the field, or at City offices. City will reimburse the contractor at the hourly rate in the contract for employee's time to attend the course. Upon successful completion of the Defensive Driving Course, the employee will be placed on a list of persons authorized to operate City-owned vehicles.
3. The City's Risk Management Division will review each employee's MVD record annually (this occurs in July). If new information is discovered that disqualifies the contractor's employee from driving a City-owned vehicle, the contractor will be notified and the employee will be removed from the list of persons authorized persons to operate City-owned vehicles.

F. General Procedures: The following general procedures will be followed by all contractor janitorial personnel:

1. The contractor shall be responsible for providing its staff with uniforms approved by City consisting of proper identification, shirts with company name. Outlandish styles, torn or ragged clothing, will not be acceptable uniform attire. Work style shoes or tennis shoes will be worn. Opened toed shoes, sandals or flip-flops are not acceptable.
2. Contractor's employees shall not disturb the work papers and personal belongings of building occupants. Occupants working after hours will not be disturbed if they so desire. Inadvertent damage to personal property will be reported immediately, and claim settlements will be handled in a forthright manner.
3. Contractor's employees shall turn off all lights after they clean each suite, if it's unoccupied.
4. Contractor's employees shall maintain all janitors' closets, slop sinks and storerooms in a safe and clean condition at all times.
5. Smoking, eating, reading, using telephones, radios, television sets or business machines in any work area shall not be permitted.

G. Background Checks: All contractor's employees, including managers & lead persons or supervisors, are required to have a City of Peoria Police Department limited security background check, which may include fingerprinting. The background check will be conducted by the City of Peoria Police Department, and is of no cost to the contractor. Approval of this background check is based solely upon the City of Peoria's



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Police Department recommendation. If approved, contractor's employees will be issued identity/access badges to gain access to areas of the building/site that are necessary to perform the services under the contract.

H. Building Security:

1. All contractor personnel are to insure that all lockable and card access only doors in their area are locked at all times, including the area, which is being cleaned at that time. In addition, all external doors shall remain locked while working after hours.
2. Contractor is to provide a nightly security checklist of final inspection time, personnel in the building and verification that all doors are locked.
3. Contractor employees shall not allow anyone to enter the facility without a key or badge and shall refer anyone attempting to enter without a key or badge to his or her supervisor.
4. Contractor employees shall not be permitted to bring unauthorized personnel, who have not been through the City background check (i.e. friends or relatives) into the building at any time. Failure to adhere to this requirement is grounds for contract termination.
5. Should a contractor employee encounter any suspicious activity, he or she is to immediately report it to their supervisor.
6. Contractor shall report any damage to the City immediately.

I. Access Control:

1. Contractor and key personnel may be given keys and/or access badges (as applicable, to provide access to facilities to be cleaned) by the Facilities Administrator, as is necessary;
2. The City will conduct an annual audit of contractor's staff who hold keys/badges and may conduct annual review the backgrounds of those personnel, if necessary.
3. The contractor will be responsible for all keys/badges distributed to all contractor's staff, and the cost to replace if lost or stolen. Cost to replace lost or stolen keys is \$65. Cost to replace lost or stolen badge is \$25.
4. All keys/badges issued to the contractor shall be returned to the Facilities Administrator at the end of the contract, or upon demand by the Facilities Administrator.

J. Access to Secure Sites: Water treatment facilities are secured via electronic gates, controlled from City personnel inside the facility. As such, contractor personnel must pass security background check and carry a City authorized badge to access those sites. Badge access will be limited to normal dayshift hours (6:30 am – 2:30 pm) Monday – Friday only

K. Contractor Communication:

1. It is important that ALL the contractor's personnel who are assigned to the City's account be sufficiently proficient in the English language to effectively communicate with City staff at each location.



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2. Key personnel shall have a phone, pager or cellular phone number where they can be contacted and shall respond no later than thirty (30) minutes from original contact by the City staff.
3. The contractor shall notify the City, in writing, when changes occur to key personnel assignments. Upon new personnel assignments a new organizational chart with contact telephone numbers will be required and if applicable, background check, and new City security access badge.
4. Contractor will notify the City of potential or existing problems associated with the property and his equipment as soon as possible. Contractor will immediately report to the City any abnormalities found during the course of work, such as vandalism, graffiti, plumbing problems, electrical problems, etc.
5. Contractor will report in writing to the City any property damage and/or personnel injury sustained by its employees or others.

L. Contract Performance, Monitoring & Reporting:

1. Because the contractor will be coordinating with multiple City Departments whose facilities are spread over multiple locations throughout the City, it is important that the contractor communicate with and maintain a high level of customer service with each and every City Department.
2. Each City department will designate a contract representative who will communicate the needs of and provide oversight to their designated area. The department representatives will coordinate and document requests for service, such as scheduling services, stoppage of service, deficiencies, and approving pay advices. Contractor shall meet with each facility's designated representative, at least monthly to discuss any outstanding issues.
3. Contractor shall keep a checklist of all tasks that are performed in accordance with the contract service requirements on a daily, weekly or monthly basis (as applicable) for *each* facility. The City will provide a checklist if the Contractor does not. Checklist is to be submitted to the City along with each monthly invoice and will be approved by the department representative.
4. If the Department Representative is unable to resolve issues or concerns with the contractor such as nonperformance under the contract or deficiencies, the issue will be escalated to the Materials Management Department for resolution. Materials Management will document the contract and notify the contractor of the concern. Materials Management may require the contractor to provide a written plan of action to correct any deficiencies. If the written plan of action does not satisfactorily address the concern, the City may exercise its dispute remedies under the contract. The contractor's satisfactory response to and correction of discrepancies will be a factor for consideration at the time of contract renewal.

M. Cleaning Chemicals: Contractor shall use only the safest chemicals with the least harmful ingredients. Chemicals shall be approved for use by the City prior to bringing them on City property. All chemicals need to be approved by the City, and a copy of all MSDS will be kept at each site. Any oils or fuel spills/leaks must be cleaned with degreaser immediately.

N. Green Cleaning: The City of Peoria is committed to implementing sustainable policies and practices without compromising a high level of service. Green Cleaning is defined as "the utilization of effective products and services that have a lesser or reduced effect on human health and the environment when compared with competing products and services". The Contractor shall make every effort to incorporate



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Green Cleaning products and methods into the everyday performance of services under the contract. Furthermore, if specifically directed by the City, Contractor shall utilize *only* Green Cleaning products and methods. The City of Peoria will pay an additional daily cost for this Green Cleaning, at the prices provided on the Price Sheet.

- O. Storage Area Upkeep:** Any storage area provided to the contractor, for use in the accomplishment of contract work, shall be properly maintained as to provide maximum safety.
- P. Recycling** - The contractor will be responsible for recycling per the city guidelines.
- Q. Extra Work:**
1. Extra Work may be requested by the City for unique events or situations that are not part of the listed areas to be cleaned such as detailing or unscheduled days. Extra work includes, but may not limited to the following:
 - a.) **Construction Clean Up Services** - may be required after the City completes new building construction or remodeling projects. After consultation with the Facilities Administrator, the contractor shall provide a firm price quotation for the project using the hourly rate indicated on the price sheet. Construction Clean Up services shall be completed by the contractor within forty-eight (48) hours of the City's request and acceptance of the contractor's quotation.
 - b.) **Additional Services** - The City will make requests for additional services on an as-needed, if needed basis. Contractor shall respond within forty-eight (48) hours to requests for additional work. The contractor shall be compensated for additional services at the hourly rate indicated on the price sheet.
 - c.) **Porter Services** - may be requested by the City for special community events. The City will make requests for porter services forty-eight (48) hours in advance. The contractor shall be compensated for porter services at the hourly rate indicated on the price sheet.
 - d.) **VCT Hard Floor Cleaning** - The City will make requests for hard floor cleaning services five (5) days in advance. The contractor shall be compensated at a per square foot rate. The City shall provide the floor cleaning chemicals (i.e. Sealer, Floor Finish, Stripper, Baseboard Cleaner)
 - e.) **Carpet Cleaning** - *The City will make requests for carpet cleaning services five (5) days in advance. The contractor shall be compensated at a per square foot rate. The contractor shall provide any chemicals needed and include it in the per square foot cost.*
 2. If, after consultation with the Facilities Administrator, it is mutually agreed that the requested services can be performed by the contractor, the contractor shall submit a firm price quotation for the project using the specific rate indicated on the price sheet. Additional Services shall be completed by the contractor within forty-eight (48) hours of the City's request and acceptance of the contractor's quotation.
 3. The contractor shall not perform any Extra Work until authorization is obtained from the City, in writing. This authorization will be in the form of a written authorization (e-mail). Extra work performed without written authorization by the City shall not be paid.
 4. Contractor shall bill for Extra Work with a separate invoice.



SCOPE OF WORK

Solicitation Number: P13-0027

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- 5. The contractor is not guaranteed full or exclusive right to perform extra work that may be required. The City reserves the right to obtain competitive quotations or otherwise select the most appropriate Contractor for performing extra work.
- 6. Contractor's Employees performing Extra Work shall be subject to the City of Peoria Police Department background check as outlined in Section G, Background Checks.

R. Invoices:

- 1. The contractor shall invoice the City no later than thirty (30) calendar days upon completion of work. All invoices to the City shall identify the specific facility being billed and the purchase order number. The amounts invoiced shall be those agreed upon by this contract or by change order to the contract. Invoices for extra work shall indicate the hourly rate used, and the facility and date the extra work was performed.
- 2. Monthly invoices shall be submitted on or before the 10th of each month for the preceding month. Invoices shall be directed to City of Peoria Accounts Payable, 8401 W. Monroe St., Peoria, AZ 85345 or accounts.payable@peoriaaz.gov.

S. Payment

- 1. Payment will be made on a monthly basis within 30 days after receipt of an itemized invoice from the contractor and acceptance of the work by the City, less any deductions or assessments as described.
- 2. The City will review the contractor's completed checklist for adherence to the contract performance requirements.
- 3. If the contractor fails to perform the work in accordance with the contract, the city may deduct or hold part or all payments due to the contractor. Deductions shall be commensurate with the daily rates or hourly rates indicated on the Price Sheet.

V. SPECIFICATIONS FOR JANITORIAL SERVICES TO BE PERFORMED

The following is a description of the specific cleaning duties the contractor shall perform as listed in Attachment A - Cleaning Schedule. The location headers are for general information. The cleaning duties apply regardless of the location or frequency.

A. GENERAL OFFICES, CONFERENCE AND MULTIPURPOSE ROOMS, LOBBY, HALLWAYS AND COMPUTER ROOMS

Gather all waste and remove to dumpster. Replace all trash can liners as needed. Clean and sanitize the interior and exterior surface of all trash containers when needed.

Empty paper recycling bins and transport to main location in building designated by the City.

Vacuum all carpeted floors, including edges and corners and entrance mats. On a monthly basis vacuum behind equipment using a vacuum wand, this will avoid damage to equipment and/or equipment cords.

Dust mop and damp mop natural stone floor.

Dust mop hard wood and spot clean as needed.



SCOPE OF WORK

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Dust mop and spray buff all resilient floors.

Dust baseboards and perform low dusting not done daily.

Spot clean carpet, tile/concrete floors in traffic areas.

Clean and wipe drinking fountains, remove incrustations and polish using metal polish

Dust desks, chairs, cabinets and other furniture.

Dust all ledges and flat surfaces within 6 ft. height being careful not to disturb items.

Wipe dust accumulation on wall artwork, photographs, white boards, bulletin boards, fire extinguishers silk plants and silk trees.

Spot clean doors and door frames.

Lightly damp mop elevated floors in data processing areas using anti static cleaning solution. The elevated floor requires no sealers, finish or other coating.

Dust all vertical surfaces on furniture. Vacuum upholstered furniture; spot clean as necessary and clean all washable no fabric seating.

Clean interior glass surface of any glass atriums located in building (up to six feet).

Spot clean walls (up to six feet) and cubicle partitions.

If necessary, at entrance ways, wash entry mats using water pressure and cleaning solution during non business hours.

Clean interior window glass (up to six feet). Clean & dust interior window sills & blinds. This applies to windows and blinds that are accessible (up to six feet), or that are not obstructed by heavy furniture, cubicle partitions, etc.

Spot clean walls (up to six feet). Remove all cobwebs on ceiling corners or any other places. Clean around wall switches, thermostats, fire extinguishers, bulletin boards, etc.

Clean all baseboards/cove bases in high traffic areas.

Vacuum and clean HVAC supply & return vents and surrounding ceiling within one foot perimeter of vent. As necessary remove any grates to remove dirt and grime.

Dust and clean ceiling light fixtures. As necessary remove light covers, clean and dust.

Lab spaces – mop floor, and dust lower level surfaces only. Contractor shall not touch counter tops.

Contractor shall use only the approved chemical cleaner (Spartan-DMQ) to clean the rubber mats located in the classrooms at the Sunrise Family Center. The City will supply the first bottle upon contract award. Contractor shall be responsible for stocking this specialized cleaner for the remainder of the contract.



SCOPE OF WORK

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B. BATHROOMS

Gather all waste and remove to dumpster. Replace all trash can liners as needed. Clean and sanitize the interior and exterior surface of all trash containers when needed.

Restock towels, soap, toilet paper and seat covers as required.

Clean mirrors, counter tops, sinks, and fixtures using a germicidal solution. Clean and polish all stainless steel and chrome

Clean toilet seats, inside bowl, rims of toilet base including hold down bolts. Clean urinals in like manner. Metal surfaces are to be cleaned with a non acid based cleaner.

Spot clean ceramic tile/concrete walls, removing stains, heavy soil, graffiti, candy, gum or other foreign material. Clean stall partitions in like manner.

Mop floor with germicidal solution. Flush floor drains with water and disinfectant. Clean grate to remove mildew or other stains.

Clean interior of shower stalls, remove any mildew wipe down with germicidal solution, clean and polish all stainless steel and chrome.

Spot clean walls. Remove all cobwebs on ceiling corners or any other places. Clean around wall switches and thermostats. Completely clean all partitions using germicidal solution.

Vacuum and clean HVAC supply & return vents (and surrounding ceiling within one foot perimeter of vent). Scrub vent if needed.

Flush floor drains as needed.

Machine scrub and buff floors, including tile and grout. If floor contains a finish, only buffing is necessary.

C. EMPLOYEE KITCHENS / BREAK ROOMS

Gather all waste and remove to dumpster.

Replace all trash can liners as needed. Clean and sanitize the interior and exterior surface of all trash containers when needed.

Clean and polish sinks and counter-tops with a disinfectant.

Appliances - Clean microwave ovens, inside and outside; exterior surface of refrigerators; tops of stoves and stove hoods.

Clean counter-tops, chair surfaces and tabletops with disinfectant

Sweep floors and mop with disinfectant.

Clean top surface of tables and chairs.

Fill paper towel and soap dispensers.



SCOPE OF WORK

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D. EXTERIOR

Remove trash, debris, litter, mud, bird droppings etc. from within 20 feet of entrances, walkways and steps and all canopies, floors and ceiling corners.

Empty ash urns, replacing sand as needed.

Clean entry door surfaces, door glass and adjacent glass and frames (inside and out), clean entry door handles, push plates and kick plates.

Sweep and thoroughly mop tile walkways.

Thoroughly sweep stairwells and spot mop any spillage.

Heavy sweep all loose soil, rocks, debris from patio areas, building stairwells/steps, and handicap ramps.

Clean emergency stairwell rails, landings, and steps, (water pressure or power wash).

Clean all accessible exterior window frames up to six (6) feet.

E. ELEVATORS

Clean surfaces of elevator walls, door panels, control panels and door tracks.

Vacuum carpeted and hard floors. Spot clean both types as needed.

Clean/polish elevator tracks and matching landing track.

Clean ceiling and/or light diffusers. Dust wipe light bulbs if no diffusers.

F. **HARD FLOORING:** In addition to regularly scheduled sweeping and mopping, the Contractor shall also perform regularly scheduled heavy-duty floor maintenance two (2) times per year; to include a dust mop, top scrub using a heavy duty cleaner (not stripper) and red pad to remove scratches, marks and dirt, and reapplication of 2-3 coats of sealer or wax. The cost for this maintenance shall be included in the daily rate per location as part of the contract. If a complete stripping of the floor is deemed necessary, the Contractor shall obtain prior authorization from the City prior to commencing that work. All restroom floors shall also be scrubbed monthly, no sealer or wax applied, unless already on floors. The City will provide the floor cleaning chemicals (i.e. Sealer, Floor Finish, Stripper, Baseboard Cleaner, Rubber Floor Sealer).

G. **CARPETS:** All carpets shall be thoroughly cleaned, once per year, using a truck mounted steam cleaner. The cost for this shall be included in the daily rate per location as part of the contract. Additional carpet cleaning beyond the once per year shall be pre-approved by the City prior to commencing the work. The contractor shall provide any chemicals needed and include it in the per square foot cost.



SUBMITTAL REQUIREMENTS

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Fax: (623) 773-7118

I. PROPOSAL FORMAT: Proposals shall be submitted in **one (1) original and five (5) copies** on the forms and in the format as specified in the Request for Proposal.

II. PROPOSAL CONTENT: The offeror's proposal submission must address the following items and follow the order and format outlined below:

A. Methodology: The Scope of Work defines the basic janitorial services the Contractor shall provide. The cleaning procedures and the areas to be cleaned as described in the Scope of Work are considered a basic description of what is expected from the Contractor. Because it would be difficult to describe each area that is to be cleaned and every aspect of how it is to be cleaned the Contractor is expected to perform in a manner that will reasonably satisfy the City. To that end the Offeror shall provide its method for ensuring that the janitorial/housekeeping services performed through this contract meets that expectation by providing the following:

1. **Method of Approach** - Demonstrate an understanding of the requirements outlined in the scope of services and present a proposed method for satisfying these requirements. The method of approach should be in the form of a written narrative. The narrative should be straightforward and limited to facts and solutions to problems and plans of proposed action.
2. **Quality of Service** - A detailed description of the process the contractor intends to use to ensure the quality of the services and products provided.
3. **Proposed Subcontractors** - If the Offeror intends to subcontract for any services, the Offeror shall provide copies of existing contracts or sample contracts it will use. The Offeror shall provide justification for why these subcontractors will be used and a description of the selection process.

B. Firm's & Staff's Experience and Qualifications:

1. **History** - Provide a brief history of the firm and its experience in the janitorial services business.
2. **Staffing** - Provide information on those individuals who will be assigned to work with the City of Peoria including a description of their experience. Specifically, identify one dedicated service manager and his/her qualifications, including but not limited to years employed with the firm, qualifications, certifications, and training. Provide a detailed description of the process the Contractor intends use to maintain a sufficient pool of staff so that when positions are vacated they can be filled by staff acceptable to the City within two (2) days
3. **Training** - Provide a detailed description of the process the contractor intends use to train its staff to perform the required services in an effective, efficient and safe manner.
4. **Organizational Chart** – including business telephone numbers and e-mail addresses of key personnel. "Key Personnel" is defined as account executives, managers, supervisors, and those personnel that shall be responsible for the complete delivery of services, schedule, supervision of staff and preparation and delivery of reports.

C. Cost Considerations:

1. Offeror shall complete the Price Sheets by providing the information requested.



SUBMITTAL REQUIREMENTS

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D. Similar Experience/References:

1. Provide a list of three (3) references for the company from clients similar in size to the City of Peoria.

E. Conformance to RFP:

1. Complete and return all City forms including:
 - a.) Offer and Acceptance
 - b.) Price Sheets
 - c.) All Questionnaires
2. Failure to provide all requested information may result in vendor's proposal being rejected as non-responsive.
3. Vendors shall provide explanations of any exceptions to the Terms and Conditions or Scope of Work.

III. EVALUATION CRITERIA:

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

1. Contractor's Methodology;
2. Firm's & Staff's Experience and Qualifications;
3. Cost Considerations;
4. Similar Experience/References
5. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

IV. PRE-PROPOSAL MEETING: A meeting will be held at the City of Peoria at the following date and time:

ADDRESS: Development & Community Services
9875 N. 85th Ave
Peoria, Arizona 85345

DATE: October 15, 2012

TIME: 8:00 A.M. – 9:00 A.M.

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.



SUBMITTAL REQUIREMENTS

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V. FACILITY TOURS:

There are seven (7) separate facilities, located within Peoria City limits. **CLICK HERE FOR GOOGLE MAP** → <http://goo.gl/maps/8z0FH>. An opportunity to tour the each facility will be provided to interested parties on October 23, 2012. This will be the only opportunity for potential offerors to tour the facilities. No individual appointments will be granted. Transportation between each of the sites is the vendor's responsibility. All parties planning on attending the facility tours must register in advance by emailing christine.finney@peoriaaz.gov. The e-mail must contain the name of the firm and the name of the individuals who will be attending.

Tour times are as follows:

<u>Facility</u>	<u>Address</u>	<u>Tour Start/Stop Times</u>
Quintero Water Treatment Plant	19194 Iron Age Drive Peoria, AZ 85383	8:00 A.M. – 8:30 A.M.
Jomax Waste Water Treatment Plant	12483 W. Jomax Road Peoria, AZ 85383	9:00 A.M. – 9:30 A.M.
Beardsley Waste Water Treatment Plant	19980 N. 111 th Avenue Peoria, AZ 85373	10:00 A.M. – 10:30 A.M.
Sunrise Family Center	21303 N. 86 th Drive Peoria, AZ 85382	<u>10:45 A.M. – 11:15 A.M.</u>
Sunrise Library	<u>21109 N. 98th Ave.</u> Peoria, AZ 85382	<u>12:00 P.M. – 12:30 P.M.</u>
Greenway Water Treatment Plant	7300 W. Greenway Road Peoria, AZ 85382	1:30 P.M. – 2:00 P.M.
Butler Water Reclamation Facility	8660 N. 79 th Avenue Peoria, AZ 85345	2:30 P.M. – 3:00 P.M.

VI. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M. on November 1, 2012.

Proposals shall be submitted in **one (1) original and five (5) copies** and shall be delivered to:

City of Peoria Materials Management
Attn: Christine Finney, Buyer II
Re: Request for Proposal No: **P13-0027, Janitorial Services**
9875 N. 85th Avenue – 2nd Floor
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package.

All questions regarding this RFP should be directed to Christine Finney, Buyer II at (623) 773-7531 or E-mail: Christine.Finney@PeoriaAZ.gov

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.



PRICE SHEET

Solicitation Number: P13-0027

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

All-Inclusive
 (Consumables provided by Contractor, except Sunrise Mountains)

UTILITIES LOCATIONS

Description	Qty	U/M	Unit Price	Annual Price	Green Clean (add'l price per day)
Greenway Water Treatment Plant - (2x per wk)	104	Days	108.23	11,308.00	2.35
Jomax Waste Water Treatment Plant - (2x per wk)	104	Days	66.42	6,908.00	1.48
Jomax WWTP - Bathroom Trailer - (1x per wk)	52	Days	34.84	1,812.00	0.91
Beardsley WWTP - Operation Building - (3x per wk)	156	Days	203.23	31,704.00	4.26
Beardsley WWTP Lab Bldg - (1x per wk)	52	Days	95.09	4,945.00	1.84
Quintero Water Treatment Plant - (1x per wk)	52	Days	178.21	9,267.00	0.91
Butler WRF - (2x per wk)	104	Days	89.10	9,267.00	1.98
SUBTOTAL UTILITIES				75,211.00	

FACILITIES SERVICES

Description	Qty	U/M	Unit Price	Annual Price	Green Clean (add'l price per day)
Sunrise Mountain Library (Weekdays) - (daily)	252	Days	167.83	42,292.00	8.00
Sunrise Mountain Library (Weekends) - (daily)		Days	77.27	8,036.00	8.00
Sunrise Family Center - (Weekdays) - (daily)		Days	56.77	14,192.00	7.70
SUBTOTAL FACILITIES				64,520.00	

Superseded by BAFO

EXTRA WORK

Description	Qty	U/M	Unit Price
Additional Services - as needed	1	Hour	15.00
Construction Cleanup - as needed	1	Hour	15.00
Porter Services - as needed	1	Hour	15.00
VOT Hard Floor Cleaning - Scrub/Strip/Recoat	1	Sq.Ft.	0.14

The Contractor understands and agrees that this contract does not convey any exclusive right to perform extra work that may be required during the term of the contract.

Extra work rates shall apply to all sites bid and must have written City authorization prior to proceeding with the work.



PRICE SHEET

Solicitation Number: P13-0027

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7178

**Not All-Inclusive
(Consumables provided by CITY)**

UTILITIES LOCATIONS

Description	Qty	U/M	Unit Price	Annual Price	Green Clean (add'l price per day)
Greenway Water Treatment Plant - (2x per wk)	104	Days	88.33	9,186.00	2.37
Jomax Waste Water Treatment Plant - (2x per wk)	104	Days	53.53	5,568.00	1.48
Jomax WWTP - Bathroom Trailer - (1x per wk)	52	Days	28.96	1,506.00	0.91
Beardsley WWTP - Operation Building - (3x per wk)	156	Days	153.17	23,895.00	4.26
Beardsley WWTP Lab Bldg - (1x per wk)	52	Days	68.86	3,581.00	1.84
Quintero Water Treatment Plant - (1x per wk)	52	Days	156.14	8,119.00	0.91
Butler WRF - (2x per wk)	104	Days	70.70	7,353.00	1.98
SUBTOT				\$59,208.00	

FACILITIES

Description	Qty	U/M	Unit Price	Annual Price	Green Clean (add'l price per day)
Sunrise Mountain Library (Weekdays) - (daily)	252	Days	167.83	42,292.00	8.00
Sunrise Mountain Library (Weekends) - (daily)	10	Days	77.27	8,036.00	8.00
Sunrise Family Center - (Weekdays) - (daily)	252	Days	56.77	14,192.00	7.70
SUBTOTAL FACILITIES				\$64,520.00	

EXTRA WORK

Description	Qty	U/M	Unit Price
Additional Services - as needed	1	Hour	15.00
Construction Cleanup - as needed	1	Hour	15.00
Porter Services - as needed	1	Hour	15.00
VCT Hard Floor Cleaning - Scrub/Strip/Recoat	1	Sq.Ft.	0.14

The Contractor understands and agrees that this contract does not convey any exclusive right to perform extra work that may be required during the term of the contract.

Extra work rates shall apply to all sites bid and must have written City authorization prior to proceeding with the work.

Superseded by BAFO



QUESTIONNAIRE

Solicitation Number: P13-0027

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Fax: (623) 773-7118

Please list a minimum of three (3) owner references from projects of similar size and scope whom the Materials Management Division may contact:

1. Company: City of Peoria

Contact: Robert Patterson

Address: 8401 W Monroe St.,
Peoria AZ 85345

Phone: (623) 773-7154

Email: robert.patterson@peoriaaz.gov

Type of Work: Municipal Cleaning

2. Company: MICROCHIP

Contact: Mike McQuilkin

Address: 2355 W Chandler Blvd.,
Chandler AZ 85224

Phone: (480) 792-7200

Email: mike.mcquilkin@microchip.com

Type of Work: General Cleaning

3. Company: ASML

Contact: John Bradley

Address: 2010 E Centennial Drive,
Tempe AZ 85284

Phone: (480) 838-4436 (480) 383-4422

Email: John.Bradley@asml.com

Type of Work: General Cleaning



QUESTIONNAIRE

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Offerors are to indicate below any exceptions they have taken to the Terms, Conditions or Scope of Services:

- No Exceptions
- Vendor takes the following Exceptions:



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City of Peoria Business License: Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division** at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

- City of Peoria business license attached, if applicable.
- Vendor will obtain a City of Peoria business license at the time of contract award.



QUESTIONNAIRE

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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?
Yes _____, No _____.

If yes, please provide details and documentation of the certification.



Attachment A Cleaning Schedule

Solicitation Number: P13-0027

Materials Management Procurement

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Phone: (623) 773-7115
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GREENWAY WTP CUSTODIAL SERVICES

Legend:

- AS = As Scheduled (TWICE per Week)
- W = Weekly
- M = Monthly
- Q = Quarterly
- S = Semi-Annual
- A = Annually

	Lobby	Control Room, Meeting Rooms, Offices, & Receptionist Area	Control Room printer area & file room	Elevator & hallway	Lab & Sample Room	Lobby Bathrooms, Staff Bathrooms, & Lockers	Kitchen	Ozone Building - Offices & Hallways	Ozone Building - Bathroom	Chlorine Building - Bathroom	Operations Building - Janitor Closet	Ozone Building - Janitor Closet	Exterior
<i>T = Tile CPT = Carpet CER = Ceramic CMT = Cement R = Rubber VCT = VCT</i>	T	CPT	T	CPT	T	T	T	T	T	T			
<i>square feet</i>	600	3800	175	100	927	980	110	674	63	93			
Empty trash cans, clean & replace liners		AS	AS		AS	AS	AS	AS	AS	AS	AS	AS	AS
Empty recyclables		AS			AS		AS	AS					
Clean entry glass doors & windows - inside & out	AS	M		M									
Polish stainless steel	AS	M											
Clean & sanitize drinking fountains	AS												
Clean table tops & counter tops	AS	AS					AS						
Clean interior window sills & blinds	M	M					M	M					
Clean interior window glass	M	M											
Clean all furniture (desks, chairs, credenzas)	M	M											
Clean & dust cabinets, bookcases, etc..	M	M											
Clean door frames and window frames	M	M			M		M	M					
Clean walls & remove cobwebs	M	M		M	M		M	M					
Dust all vents	M	M			M		M	M					
Dust mop & wet mop tile floors	AS		AS		AS	AS	AS	AS	AS	AS	W	W	
Vacuum carpets		AS		AS									
Clean spots on carpet		M		M				M					
Clean baseboards	M	M	M		M	M	M	M	M	M			
Vacuum/sweep floor corners & edges	M	M	M	M	M	M	M	M	M	M			
Buff floors	M		M		M	M	M	M	M				
Clean & polish sinks and counter tops							AS	AS		AS	AS		
Clean & polish all stainless steel & fixtures							AS	AS		AS	AS		
Clean & sanitize appliance exteriors								AS					
Clean microwave inside/outside							AS						
Stock dispensers, clean & sanitize						AS	AS		AS	AS			
Clean mirrors						AS			AS	AS			
Clean&sanitize toilets, inside&out, & seats						AS			AS	AS			
Clean & sanitize urinals, inside & out						AS			AS	AS			
Wash walls & partitions, remove cobwebs						AS			AS	AS			
Clean shower						AS							
Flush floor drains							W			W	W		
Change urinal screens							W			W	W		
Clean mop sink											W	W	
Label all cleaning supplies											W	W	
Empty bucket & ring out mop											W	W	
Change mops											W	W	
Empty trash cans & ash trays											W	W	
Clean around all building entrances (4)													W
Clean exterior window frames													W
Polish metal on doors													W



Attachment A Cleaning Schedule

Solicitation Number: P13-0027

**Materials Management
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Phone: (623) 773-7115
Fax: (623) 773-7118

BEARDSLEY WRF CUSTODIAL SERVICES

Legend:

- AS = As Scheduled (TWICE per Week)
- W = Weekly
- M = Monthly
- Q = Quarterly
- S = Semi-Annual
- A = Annually

		Lobby & Entryway	Hallways, Control Room, Offices, Conference Rooms and	Lab	Lobby Bathrooms, Staff Bathrooms, & Lockers	Hallways, IC Tech Room & Env Battle Prep Room	Main Kitchen, Operator Break Room & Hallway	Janitor Closet	Exterior						
T= Tile CPT= Carpet CER= Ceramic CMT= Cement R - Rubber VCT= VCT	square feet	CER	CPT	T	T	T	T	T	T						
Empty trash cans, clean & replace liners	698	AS	AS	AS	AS	AS	AS	AS							
Empty recyclables	6699		AS			AS	AS								
Clean entry glass doors & windows - inside & out	978	AS													
Polish stainless steel	1229	AS					AS								
Clean & sanitize drinking fountains	1625	AS				AS	AS								
Clean & sanitize door handles	349	AS	AS	AS	AS	AS	AS	AS	AS						
Clean table tops & counter tops		W	W				AS								
Clean interior window sills & blinds		M	M			M	M								
Clean interior window glass			M			M	M								
Clean all furniture (desks, chairs, credenzas)			M				M								
Clean & dust cabinets, bookcases, etc..							M								
Clean door frames and window frames		M	M			M	M								
Clean walls & remove cobwebs		M	M			M	M								
Dust all vents		M	M			M	M								
Dust mop & wet mop tile floors		AS		AS	AS	AS	AS	W							
Vacuum carpets			AS				M								
Clean spots on carpet			AS				M								
Clean baseboards		M	M		M	M	M								
Vacuum/sweep floor corners & edges		M	M	M	M	M	M								
Buff floors				M	M	M	M								
Clean & polish sinks and counter tops					AS		AS								
Clean & polish all stainless steel & fixtures					AS		AS								
Clean & sanitize appliance exteriors							AS								
Stock dispensers, clean & sanitize					AS		AS								
Clean mirrors					AS										
Clean&sanitize toilets, inside&out, & seats					AS										
Clean & sanitize urinals, inside & out					AS										
Wash walls & partitions, remove cobwebs					AS										
Clean shower					AS										
Flush floor drains					AS										
Change urinal screens					AS										
Clean mop sink								W							
Label all cleaning supplies								W							
Empty bucket & ring out mop								W							
Change mops								W							
Empty trash cans & ash trays									AS						
Clean around all building entrances									W						
Clean exterior window frames									W						
Polish metal on doors									W						



Attachment A Cleaning Schedule

Solicitation Number: P13-0027

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

QUINTERO WTP CUSTODIAL SERVICES

Legend:

- AS = As Scheduled (ONCE per Week)
- W = Weekly
- M = Monthly
- Q = Quarterly
- S = Semi-Annual
- A = Annually

		Control Room & Hallways		Labs (2)		Bathrooms & Lockers		Janitor Closet		Exterior										
	<i>T</i>	<i>T</i>	<i>T</i>	<i>T</i>	<i>T</i>	<i>T</i>	<i>T</i>	<i>T</i>	<i>T</i>	<i>T</i>										
<i>T = Tile CPT = Carpet CER = Ceramic CMT = Cement R = Rubber VCT = VCT</i>																				
<i>sqare feet</i>	827	224	384																	
Empty trash cans, clean & replace liners	AS	AS	AS	AS																
Empty recyclables	AS	AS																		
Clean entry doors & windows - inside and out	AS	AS																		
Clean table tops & counter tops	AS																			
Clean interior window sills & blinds	M																			
Clean interior window glass	M																			
Clean all furniture (desks, chairs, credenzas)	M																			
Clean & dust cabinets, bookcases, etc..	M																			
Clean door frames and window frames	M	M	M																	
Clean walls & remove cobwebs	M	M	M																	
Dust all vents	M	M	M																	
Dust mop & wet mop tile floors	AS	AS	AS	M																
Clean baseboards	M	M	M																	
Vacuum/sweep floor corners & edges	M	M	M																	
Strip and Buff floors	S	S	S																	
Clean & polish sinks and countertops			AS																	
Clean & polish all stainless steel & fixtures			AS																	
Stock dispensers, clean & sanitize			AS																	
Clean mirrors			AS																	
Clean&sanitize toilets, inside&out, & seats			AS																	
Clean & sanitize urinals, inside & out			AS																	
Wash walls & partitions, remove cobwebs			AS																	
Clean shower			AS																	
Flush floor drains			W																	
Change urinal screens			W																	
Clean mop sink								W												
Label all cleaning supplies								W												
Empty bucket & ring out mop								W												
Change mops								W												
Empty trash cans & ash trays										W										
Clean around building entrance (1)										W										
Clean exterior window frames										W										
Polish metal on doors																				



Attachment A Cleaning Schedule

Solicitation Number: P13-0027

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

BUTLER WRF CUSTODIAL SERVICES

Legend:

- AS = As Scheduled (TWICE per Week)
- W = Weekly
- M = Monthly
- Q = Quarterly
- S = Semi-Annual
- A = Annually

	Lobby and Front Hallway	Front Office	Kitchen	Conference Room	Staff Bathrooms & Lockers	Lab	Control Room & Hallway	Operator Office Area	Operator Break Room	Janitor Closet	Exterior
<i>T = Tile CPT = Carpet CER = Ceramic CMT = Cement R = Rubber VCT = VCT</i>	<i>CER</i>	<i>CPT</i>	<i>T</i>	<i>CPT</i>	<i>T</i>	<i>T</i>	<i>CPT</i>	<i>CPT</i>	<i>CPT</i>		
<i>square feet</i>	795	100	96	472	535	340	465	480	119	85	
Empty trash cans, clean & replace liners	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	
Empty recyclables	AS	AS	AS	AS		AS	AS	AS	AS		
Clean entry glass doors & windows - inside & out	AS										
Polish stainless steel	AS										
Clean & sanitize drinking fountains	AS										
Clean table tops & counter tops			AS	AS					AS		
Clean interior window sills & blinds	M	M	M	M				M			
Clean interior window glass	M	M	M	M				M			
Clean all furniture (desks, chairs, credenzas)	M	M	M	M			M	M	M		
Clean & dust cabinets, bookcases, etc..	M	M					M	M	M		
Clean door frames and window frames	M	M	M	M	M	M	M	M	M		
Clean walls & remove cobwebs	M	M	M	M	M	M	M	M	M		
Dust all vents	M	M	M	M	M	M	M	M	M		
Dust mop & wet mop tile floors	AS		AS		AS	AS				W	
Vacuum carpets		AS		AS			AS	AS	AS		
Clean spots on carpet		AS		AS			AS	AS	AS		
Clean baseboards	M	M	M	M	M	M	M	M	M		
Vacuum/sweep floor corners & edges	M	M	M	M	M	M	M	M	M		
Buff floors			M		M	M					
Clean & polish sinks and counter area			AS		AS				AS		
Clean & polish all stainless steel & fixtures			AS		AS				AS		
Clean & sanitize appliance exteriors			AS						AS		
Stock dispensers, clean & sanitize			AS		AS				AS		
Clean mirrors					AS						
Clean&sanitize toilets, inside&out, & seats					AS						
Clean & sanitize urinals, inside & out					AS						
Wash walls & partitions, remove cobwebs					AS						
Clean shower					AS						
Flush floor drains					AS						
Change urinal screens					AS						
Clean mop sink										W	
Label all cleaning supplies										W	
Empty bucket & ring out mop										W	
Change mops										W	
Empty trash cans & ash trays											AS
Clean around all building entrances											W
Clean exterior window frames											W
Polish metal on doors											W



SOLICITATION AMENDMENT

Solicitation No: P13-0027
 Description: Janitorial Services
 Amendment No: One (1)
 Solicitation Due Date: November 1, 2012
 Solicitation Due Time: 5:00 P.M. Arizona Time

**Materials Management
Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Christine Finney

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The following changes are hereby made to the RFP Scope of Work, Submittal Requirements, and Price Sheets. All changes have been incorporated into the original solicitation document.

I. Scope of Work, Page 17, Paragraph III, Subparagraph C: REVISED to read as follows:

- C. The City will provide, for the Sunrise Library and Sunrise Family Center, the following consumable items, to be stocked by the contractor either onsite or at an offsite location provided by the contractor: hand soap, hand sanitizer, toilet paper, seat liners, trash liners and roll towels.

II. Scope of Work, Page 22, Paragraph Q: ADD Subparagraph e) to read as follows:

- e. Carpet Cleaning – The City will make requests for carpet cleaning services five (5) days in advance. The contractor shall be compensated at a per square foot rate. The contractor shall provide any chemicals needed and include it in the per square foot cost.

III. Scope of Work, Page 26, Paragraph F: ADD the following sentence to the end of paragraph:

The City will provide the floor cleaning chemicals (i.e. Sealer, Floor Finish, Stripper, Baseboard Cleaner, Rubber Floor Sealer).

IV. Scope of Work, Page 26, Paragraph G: ADD the following sentence to the end of paragraph:

The contractor shall provide any chemicals needed and include it in the per square foot cost.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

 10/30/12
 Signature Date

Edward Antos - Senior Vice-President

Typed Name and Title

Related Services, Inc dba: Jani-King of Phoenix

Company Name

7250 N 16th Street, Suite 302

Address

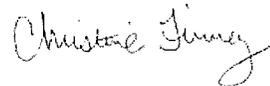
Phoenix AZ 85283

City State Zip

The above referenced Solicitation Amendment is hereby Executed

October 17, 2012

at Peoria, Arizona by:





SOLICITATION AMENDMENT

Solicitation No: P13-0027
 Description: Janitorial Services
 Amendment No: One (1)
 Solicitation Due Date: November 1, 2012
 Solicitation Due Time: 5:00 P.M. Arizona Time

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Christine Finney

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

V. Submittal Requirements, Page 29, Paragraph V: The address for the Sunrise Library tour has been corrected. In addition, the tour start times for the Sunrise Library and Sunrise Family Center have been switched. Changes are shown below:

<u>Facility</u>	<u>Address</u>	<u>Tour Start/Stop Times</u>
Quintero Water Treatment Plant	19194 Iron Age Drive Peoria, AZ 85383	8:00 A.M. – 8:30 A.M.
Jomax Waste Water Treatment Plant	12483 W. Jomax Road Peoria, AZ 85383	9:00 A.M. – 9:30 A.M.
Beardsley Waste Water Treatment Plant	19980 N. 111 th Avenue Peoria, AZ 85373	10:00 A.M. – 10:30 A.M.
Sunrise Family Center	21303 N. 86 th Drive Peoria, AZ 85382	10:45 A.M. – 11:15 A.M.
Sunrise Library	<u>21109 N. 98th Ave.</u> Peoria, AZ 85382	12:00 P.M. – 12:30 P.M.
Greenway Water Treatment Plant	7300 W. Greenway Road Peoria, AZ 85382	1:30 P.M. – 2:00 P.M.
Butler Water Reclamation Facility	8660 N. 79 th Avenue Peoria, AZ 85345	2:30 P.M. – 3:00 P.M.

VI. Price Sheet, Pages 30-31, Extra Work has been revised to add a line item for carpet cleaning.

VII. For informational purposes, the Pre-bid meeting (10/15/2012) sign-in sheet is being provided as part of this solicitation amendment.

Proposal Submittal



City of Peoria
Janitorial Services
RFP No. P13-0027
November 1, 2012

Submitted by:
Jani-King of Phoenix

Edward Antos
Regional Director & Senior Vice-President
(602) 433-0550
eantos@janikingaz.com



SCOPE OF WORK

SPECIFICATIONS FOR JANITORIAL SERVICES TO BE PERFORMED

A. GENERAL OFFICES, CONFERENCE AND MULTIPURPOSE ROOMS, LOBBY, HALLWAYS AND COMPUTER ROOMS

- Gather all waste and remove to dumpster. Replace all trash can liners as needed. Clean and sanitize the interior and exterior surface of all trash containers when needed.
- Empty paper recycling bins and transport to main location in building designated by the City.
- Vacuum all carpeted floors, including edges and corners and entrance mats. On a monthly basis vacuum behind equipment using a vacuum wand, this will avoid damage to equipment and /or equipment cords.
- Dust mop and damp mop natural stone floor.
- Dust mop hard wood and spot clean as needed.
- Dust mop and spray buff all resilient floors.
- Dust baseboards and perform low dusting not done daily.
- Spot clean carpet, tile/concrete floors in traffic areas.
- Clean and wipe drinking fountains, remove incrustations and polish using metal polish.
- Dust desks, chairs, cabinets, and other furniture.
- Dust all ledges and flat surfaces within 6 ft. height being careful not to disturb items.
- Wipe dust accumulation on wall artwork, photographs, white boards, bulletin boards, fire extinguishers silk plants and silk trees.

INT _____ INT _____
DATED _____



- Spot clean doors and door frames.
- Lightly damp mop elevated floors in data processing areas using anti static cleaning solution. The elevated floor requires no sealers, finish or other coating.
- Dust all vertical surfaces on furniture. Vacuum upholstered furniture; spot clean as necessary and clean all washable non fabric seating.
- Clean interior glass surface of any glass atriums located in building (up to six feet).
- Spot clean walls (up to six feet) and cubicle partitions.
- If necessary, at entrance ways, wash entry mats using water pressure and cleaning solutions during non business hours.
- Clean interior window glass (up to six feet). Clean & dust interior window sills & blinds. This applies to windows and blinds that are accessible (up to six feet), or that are not obstructed by heavy furniture, cubicle partitions, etc.
- Spot clean walls (up to six feet). Remove all cobwebs on ceiling corners or any other places. Clean around wall switches, thermostats, fire extinguishers, bulletin boards, etc.
- Clean all baseboards/cove bases in high traffic areas.
- Vacuum and clean HVAC supply & return vents and surrounding ceiling within one foot perimeter of vent. As necessary remove any grates to remove dirt and grime.
- Dust and clean ceiling light fixtures. As necessary remove light covers, clean and dust.
- Lab spaces – mop floor, and dust lower levels surfaces only. Jani-King shall not touch counter tops.
- Jani-King shall use only the approved chemical cleaner (Spartan-DMQ) to clean the rubber mats located in the classrooms at the sunrise Family center. The city will supply the first bottle upon contract award. Jani-King shall be responsible for stocking this specialized cleaner for the remainder of the contract.

INT _____ INT _____
DATED _____



B. BATHROOMS

- Gather all waste and remove to dumpster. Replace all trash can liners as needed. Clean and sanitize the interior and exterior surface of all trash containers when needed.
- Restock towels, soap, toilet paper and seat covers as required.
- Clean mirrors, counter tops, sinks, and fixtures using a germicidal solution. Clean and polish all stainless steel and chrome.
- Clean toilet seats, inside bowl, rims of toilet base including hold down bolts. Clean urinals in like manner. Metal surfaces are to be cleaned with a non acid based cleaner.
- Spot clean ceramic tile/concrete walls, removing stains, heavy soil, graffiti, candy, gum or other foreign material. Clean stall partitions in like manner.
- Mop floor with germicidal solution. Flush floor drains with water and disinfectant. Clean grate to remove mildew or other stains.
- Clean interior of shower stalls, remove any mildew wipe down with germicidal solution, clean and polish all stainless steel and chrome.
- Spot clean walls. Remove all cobwebs on ceiling corners or any other places. Clean around wall switches and thermostats. Completely clean all partitions using germicidal solution.
- Vacuum and clean HVAC supply & return vents (and surrounding ceiling within one foot perimeter of vent). Scrub vent if needed.
- Flush floor drains as needed.
- Machine scrub and buff floors, including tile and grout. If floor contains a finish, only buffing is necessary.

INT _____ INT _____
DATED _____



C. EMPLOYEE KITCHENS / BREAK ROOMS

- Gather all waste and remove to dumpster.
- Replace all trash can liners as needed. Clean and sanitize the interior and exterior surface of all trash containers when needed.
- Clean and polish sinks and counter-tops with a disinfectant.
- Appliances – Clean microwave ovens, inside and outside; exterior surface of refrigerators; tops of stoves and stove hoods.
- Clean counter-tops, chair surfaces and tabletops with disinfectant.
- Sweep floors and mop with disinfectant.
- Clean top surface of tables and chairs.
- Fill paper towel and soap dispenser.

D. EXTERIOR

- Remove trash, debris, litter, mud, bird droppings, etc. from within 20 feet of entrances, walkways and steps and all canopies, floors and ceiling corners.
- Empty ash urns, replacing sand as needed.
- Clean entry door surfaces, door glass and adjacent glass and frames (inside and out), clean entry door handles, push plates and kick plates.
- Sweep and thoroughly mop tile walkways.
- Thoroughly sweep stairwells and spot mop any spillage.
- Heavy sweep all loose soil, rocks, debris from patio areas, building stairwells steps, and handicap ramps.
- Clean emergency stairwell rails, landings and steps. (Water pressure or power wash).
- Clean all accessible exterior window frames up to six (6) feet.

INT _____ INT _____
DATED _____



E. ELEVATORS

- Clean surfaces of elevator walls, door panels, control panels and door tracks.
- Vacuum carpeted and hard floors. Spot clean both types as needed.
- Clean/polish elevator tracks and matching landing track.
- Clean ceiling and/or light diffusers. Dust wipe light bulbs if no diffusers.

F. HARD FLOORING

- In addition to regularly scheduled sweeping and mopping, Jani-King shall also perform regularly scheduled heavy-duty floor maintenance two (2x) times per year; to include a dust mop, top scrub using a heavy duty cleaner (not stripper) and red pad to remove scratches, marks and dirt, and reapplication of 2-3 coats of sealer or wax. The cost for this maintenance shall be included in the daily rate per location as part of the contract. If a complete stripping of the floor is deemed necessary, the Jani-King shall obtain prior authorization from the City prior to commencing that work. All restroom floors shall also be scrubbed monthly, no sealer or wax applied, unless already on floors.

G. CARPETS

- All carpets shall be thoroughly cleaned, once per year, using a truck mounted steam cleaner. The cost for this shall be included in the daily rate per location as part of the contract. Additional carpet cleaning beyond the once per year shall be pre-approved by the City prior to commencing the work.

INT _____ INT _____
DATED _____



Method of Approach

Jani-King of Phoenix will utilize a licensed Jani-King franchisee owner to provide the Janitorial Services for the City of Peoria. The Jani-King Franchisee concept provides not just employees, but rather owner/operators, who have invested their own money, and future financial security, in a Jani-King Franchisee. This produces a business person that has the attitude, desire, and determination to maintain the high cleaning standards that the City of Peoria demands for each of its locations.

The Jani-King Regional Office operation's and customer service department personnel monitor our client's satisfaction on a weekly and Monthly basis. This further insures the success of the Jani-King Concept when combined with our franchisee that has the training, personnel, equipment, insurance, and most importantly the motivation to perform for our clients.

Service shall be provided upon request from the City of Peoria. In general, services will be provided Monday – Friday from 2:00 a.m. to 4:00 p.m., upon request.

Jani-King of Phoenix will contact for security purposes the plant operator, if alternate hours of cleaning operation are required.

Jani-King of Phoenix will respond to phone calls from the city within 24 hours. Request for Non-urgent service will be performed within 7 days of the request. Urgent requests will be handled within 24 hours. Flood clean-up maybe requested by the City as needed.

Jani-King of Phoenix will provide our licensed certified franchisee to provide direct supervision to all jobs being performed on the city's premises. All communication between the City and Jani-King will be performed through our Franchisee or the Customer Service Department located at the Jani-King regional office located in Phoenix. Phone numbers including cell numbers and e-mails to Jani-King representatives will be provided to the city upon signing of this agreement.

All Jani-King of Phoenix representatives will be in neat, clean approved Jani-King Uniforms while performing services for the City of Peoria. (Please see uniform catalog cover) All Employees will have Jani-King identifications badges along with any other approved badge required by the City of Peoria.

Jani-King understands that all employees must pass the City of Peoria Police Department Limited Security Clearance Process.



Quality of Service

Local franchise owners make the difference. We believe that business ownership, combined with Jani-King's industry experience, are the key ingredients that ensure peak performance. When company founder, Jim Cavanaugh developed the owner/operator concept, he pioneered an idea that has proven successful in delivering consistent, high quality cleaning services. The concept is simple. When you own the business, you take care of it. Jani-King business owners have a vested interest in continued customer satisfaction. We have created a successful business model by providing our franchisees with administrative support, operational support and training support, allowing them to focus on cleaning your facilities. This makes Jani-King unique among other commercial cleaning companies.

Quality Counts. Jani-King follows strict quality assurance standards to ensure your facility receives the most professional custodial services in the industry. Cleaned and properly maintained floors, immaculate offices, orderly supply closets, sparkling windows and sanitary break room areas all convey Jani-King's commitment to providing a well-managed and safe environment for employees, visitors and staff.

Each City of Peoria Department will designate a contract representative who will communicate the needs of and provide oversight to their designated area. The Department representatives will coordinate and document requests for service, such as scheduling services, stoppage of service, deficiencies, and approving pay advices. Jani-King of Phoenix will meet with each facility's designated representative, at least monthly to discuss any outstanding issues.

Jani-King of Phoenix will keep a checklist of all tasks that are performed in accordance with the contract service requirements on a daily, weekly or monthly basis (as applicable) for each facility. Jani-King of Phoenix will submit to the City of Peoria along with each monthly invoice and will be approved by the department representative.

The Jani-King Quality Assurance Program begins with the Jani-King Training Program. The initial training programs, new-hire orientation and on-going training are critical components to the daily execution of a hi-quality cleaning program. Particular attention to on-going safety training and strict adherence to federal, state and local guidelines for security, uniforms, background checks including fingerprinting and photo ID badges are also critical elements of the program.

Two integral components of the Jani-King Quality Assurance Program are: communication and inspections. The Jani-King Communication Process is a multi-layered check and balance system of communication between the Facility Management, Franchise Owner, Job Manager, and the Jani-King Regional Office Operations and Customer Service teams. The Communication tools used include phone numbers and email addresses for our 24-hour response team, Contact Evaluation forms, email based Monthly Service Reviews, and Communication Book for memos or questions for the custodial team on a daily basis.



The Jani-King Inspection Program is a three-tiered process conducted by Job Managers, Franchise Owners and Regional Office Operations Managers, using customized weekly and daily checklists, and our proprietary web based Inspection application. The Jani-King Inspection App provides customizable inspection reports on programmed cleaning tasks for each area and is tailored to the specific cleaning schedule for each location. Inspections are conducted by our Operations Manager via smart phone or tablet technology, to document the quality of cleaning processes.

Jani-King of Phoenix will use only the safest chemicals with the least harmful ingredients. Chemicals shall be approved for use by the City prior to bringing them on City property. All chemicals will be approved by the City, and a copy of all MDS will be kept at each site. Any oils or fuel spills/leaks must be cleaned with degreaser immediately.

Jani-King of Phoenix is committed to implementing sustainable policies and practices without compromising a high level of service. Green Cleaning is defined as “the utilization of effective products and services that have a lesser or reduced effect on human health and the environment when compared with competing products and services” Jani-King of Phoenix will make every effort to incorporate Green Cleaning products and methods into the everyday performance of services under the contract. Furthermore, if specifically directed by the City, Jani-King will utilize *only* Green Cleaning products and methods. The City of Peoria will pay an additional daily cost for this Green Cleaning, at the prices provided on the Price Sheet.



Proposed Sub-contractor
City of Peoria
Solicitation Number P13-0027

Proposed Sub-Contractor

Jani-King of Phoenix will not utilize any sub-contractors.

**Jani-King of Phoenix will provide Service through our
Jani-King Franchisee: Sal Arguello**



Company History

Jani-King of Phoenix:

Jani-King of Phoenix, a family owned and operated Arizona Corporation, is a Master Franchise of Jani-King International, which is headquartered in Dallas, Texas. We opened our doors in 1987 and have been providing exceptional service and solutions to thousands of clients statewide, for over twenty-five years. Jani-King of Phoenix is a Certified Firm registered with the Institute of Inspection, Cleaning, and Restoration Certification (IICRC), a member of the Building Service Contractors Association International (BSCAI) and the United States Green Building Council (USGBC). Jani-King of Phoenix is an accredited business in excellent standing with the Better Business Bureau, and has been voted the #1 Janitorial/Maintenance Service Provider by Ranking Arizona for the last 6 years in a row.

When you partner with Jani-King, you can be assured that we will provide quality service that is measured and managed as well as being dependable, efficient, and affordable. Your facilities will be supervised by a local Jani-King Franchisee; an independent business owner with a vested interest in your satisfaction, because it determines the success of their business. Additionally, Operations and Customer Service Managers from the Jani-King of Phoenix Regional Office will provide 24-hour support and quality control assurance for each of your buildings.

Jani-King knows what it takes to keep all elements of buildings clean. Whatever the job, Jani-King's advanced cleaning processes use the latest equipment and techniques to ensure that client expectations are exceeded. From the smallest offices to Cowboys Stadium, Jani-King has the experience, support and determination to consistently deliver results that shine.



Experience & Qualifications

Jani-King Staff:

Edward Antos, CBSE / Senior Vice President

Mr. Antos is Senior Vice President of Jani-King Southwest, supervising Jani-King of Phoenix, Jani-King of Tucson regional offices. Mr. Antos has been affiliated with Jani-King since 1987, where he helped establish the Phoenix Regional Office serving as Regional Director. Prior to joining Jani-King, Mr. Antos was the Branch manager for Keller Meyer Building Services, Inc. Mr. Antos serves on the Executive Planning Committee of Jani-King International, and has earned the Building Service Contractors Association International's (BSCAI) prestigious symbol of excellence as a Certified Building Services Executive (CBSE), one of only four such designees in the state of Arizona.

Frank Yulfo / Operations Manager

Mr. Yulfo joined Jani-King in May 1999. He is a certified professional in carpet cleaning and hard surface cleaning and restorative processes by the Institute of Inspection, Cleaning and Restoration Certification (IICRC). In addition to teaching Jani-King Franchisees during their initial training period, Mr. Yulfo conducts regular on-site inspections, accessing and measuring performance through Jani-King proprietary web based software programs, to insure our client's complete satisfaction.

Nicole Spencer / Customer Service Manager

Mrs. Spencer facilitates daily communication between Franchisees, Operations Managers and client contact representatives as a part of our 24-hour response team. Mrs. Spencer joined Jani-King of Phoenix in January 24, 2007.

Sal Arguello & Linda Arguello / Authorized Jani-King Franchisee

Mr. and Mrs. Arguello have been delivering exceptional commercial cleaning services to their clients for over 15 years. They have successfully completed all Jani-King Advanced Training programs including, The Science of Hard Floor Care and Green Cleaning/Cleaning for Health programs. He is also registered with the Institute of Inspection, Cleaning and Restoration Certification (IICRC) certified in Carpet Cleaning and Water Damage Restoration. Additionally, Mr. Arguello has been certified as a Microbial Abatement Technician, and completed Asbestos Awareness Training by Western Technologies, Inc.

Mr. Arguello uses the Jani-King Training DVD series to effectively and consistently train his staff of cleaning professionals, including 16 experienced Carpet Cleaning Technicians. His staff is professionally attired in Jani-King Uniforms, including security ID badges at all times, and has been carefully screened and background checked in accordance to Jani-King Standard, and all local, state and federal Law.



Training and Education

For over forty-two (43) years, Jani-King has been teaching Franchisees how to succeed in the commercial cleaning industry. Experience has taught us that supplying our franchisees with adequate resources will guarantee quality services for our clients. We ensure that our franchisees are trained with the latest knowledge and use state-of-the-art equipment and cleaning processes to keep your facilities clean, safe and secure.

The Jani-King training program includes classroom lectures, discussions, activities, demonstrations, printed manuals, video presentations, and practical hands-on training. Home study materials and DVDs, industry specific seminars, technical process certifications, advanced quality assurance training and refresher courses are also offered in our Phoenix Regional Office Training Center.

In this section you will find:

- The Jani-King Training Course Outline:
- Cover of the Jani-King Franchise Training DVDs Program:
This series of custom DVDs were created to insure a consistent level of on-going training to Jani-King standards, for Franchisee's employees. The program was designed to be used in either a group classroom session, or on-site with via mini-DVD player or tablet.
- PDF – DVD Cover



Training Course Catalog



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Franchise Initial Training

CLEANING FOR HEALTH

Discusses the impact of commercial cleaning in the built environment and all who benefit from a healthier workplace such as schools, government institutions, and commercial facilities. The following subjects are covered:

- Cleaning for Health Defined
- Conventional Cleaning Impact
- Green Cleaning Goals
- Who Benefits From Green Cleaning
- Jani-King Green Cleaning Standard
- Green Target Markets
- LEED Building Certification

COMMUNICATIONS

Presents many elements of communication that shows the customer that Jani-King cares. Good communication is demonstrated using an acronym that takes you through the steps in resolving a client's complaint. The following subjects are covered:

- Communication with Clients
- Communicating with Uniforms and Badges
- Weekly and Monthly Communication
- Communication with Labor
- Communication with the Jani-King Regional Office
- Quality Control Reporting
- Client Memo Pads
- Monthly Service Review
- Customer Service Calls
- Franchise Visits
- Operation Inspections
- Practice Client Communications

SERVICING ACCOUNTS

Provides an overview of the documentation utilized when servicing an account. Detailed step-by-step instructions are given to aid in performing a successful start up walk-thru. Develop a monthly cleaning plan and identify the elements that must be in place for growing your business. The following subjects are covered:

- Starting Service with the Account
- Maintenance Agreement Contract Terms
- Cleaning Schedule
- The Account Walk Through
- Developing a Monthly Cleaning Plan
- New Account Start-up
- Business Growth

RESTROOM CLEANING

Explores how to safely and effectively reduce the buildup of pathogens that cause disease in restrooms on a daily basis. Methods are practiced in a hands on format after learning the principles of reducing cross-contamination with color-coded microfiber technology. The following subjects are covered:

- Preparation
- Procedure
- Safety
- Hands on Restroom Cleaning

OFFICE/WINDOW CLEANING

Discuss and practice office Cleaning for Health techniques that improve client morale and productivity by reducing absenteeism. Learn how commercial cleaning operations can make a big impact on the indoor air quality. The following subjects are covered:

- Daily Office Cleaning
- Weekly Office Cleaning
- Monthly Office Cleaning
- Window Cleaning
- Prohibited Chemicals
- Hands on Office and Window Cleaning

SAFETY/BLOODBORNE PATHOGEN

Discusses the risk and hazards associated with cleaning operations along with how to reduce liability with cleaning staff.

- Safety Starts With You
- General Hazards
- Unsafe Conditions
- OSHA
- Personal Protective Equipment
- Ladder Safety
- MSDS
- Bloodborne Pathogens
- Vaccinations
- Exposure Control Plan
- Procedures for Injury/Exposure
- Training Employees
- Weekly Safety Meetings

FLOOR MAINTENANCE AND CLEANING

Provides in-depth instruction on daily, weekly and monthly floor care practices in addition to hands on practice of buffing, burnishing, scrubbing, and stripping. The following subjects are covered:

- Vinyl Asbestos Tile (VAT)
- Dust Mopping
- Wet Mopping
- High Speed Burnishing
- Scrubbing
- Stripping
- Finishing
- The Importance of Mats
- Hands on Scrub and Recoat, Stripping and Refinishing, and Burnishing

CARPET/UPHOLSTERY CLEANING

Discuss and practice how to effectively improve indoor air quality and facility image by utilizing daily vacuuming with HEPA filtered vacuums in addition to interim carpet maintenance with hot water extraction. The following subjects are covered:

- Vacuuming
- Spot Cleaning
- Bonnet Cleaning
- Extraction
- Hands on Hot Water Extraction and Bonneting

CONTRACT SALES

Provides a helpful structured approach on proposing a Jani-King cleaning schedule and extra work that protects assets, prevents slip and falls, and gives a facility a first class image to employees, clients and other building occupants. The following subjects are covered:

- Selling Your Professional Cleaning Services
- Making the First Visit A Success
- How to Figure a Bid
- Understanding the Standard Jani-King Proposal
- Presenting the Proposal
- Providing extra work

EFFICIENCIES IN LARGE ACCOUNTS

Explores efficiencies in large facilities by employing team cleaning, strategic equipment and supply purchasing and planning ahead with staffing and capital expenses. The following subjects are covered:

- Initial Visit
- Workloading the Building
- Systematic Method
- Equipment and Supplies
- Planning Ahead



Advanced Franchise Learning

ADVANCED SERIES

Introduces advanced techniques in handling customers with care, marketing and selling the Jani-King franchise concept, improving business management methods, and employing up-to-date hiring practices. The following classes are included:

- 101 Creating Customer Loyalty
- 102 Marketing and Sales
- 103 Business Management
- 104 Employment Law

CLEANING FOR HEALTH/GREEN CLEANING COACHING

Provides one-on-one coaching on Jani-King's Cleaning for Health standards. Focuses on creating a safe, clean, and healthful experience to occupants. The following subjects are included:

- Equipment/Chemical/Supplies Planning
- Chemical and Equipment Safety
- HEPA Filtration Vacuum
- Microfiber Cleaning Technology
- Green Chemical Certification and Standards
- Demonstration and Hands on

CLEANING FOR HEALTH/GREEN CLEANING WORKSHOP

Identify effective Cleaning for Health products and practices that reduce poor indoor air quality, manage resources, reduce microbial sources, are sensitive to vulnerable populations, and use safe cleaning chemicals. The following subjects are included:

- Jani-King's Commitment to Cleaning for Health
- Definition and Purpose
- Cleaning for Health Goals
- Who Benefits
- LEED Building Certification

HYGENIC DISINFECTION (INFECTION CONTROL)

Explores disinfecting and cleaning techniques that help prevent the spread and cross-contamination of dangerous pathogens in schools, healthcare facilities, and other indoor environments.

- Principles of Disinfection
- Disinfectants Types
- Assessing Risk

WORKPLACE AWARENESS

Presents how to identify and manage threats during the cleaning operation creating an awareness presence in the facilities we serve. Also learn how to identify and report facility damage and concerns. The following subjects are included:

- Awareness not Security
- Uniforms and Badges
- Identifying Suspicious Persons
- Identifying Suspicious Items
- Identifying Damage and Concerns



Regional Staff Learning

ADVANCED SERIES

Introduces advanced techniques in handling customers with care, marketing and selling the Jani-King franchise concept, improving business management methods, and employing up-to-date hiring practices. The following classes are included:

- Creating Customer Loyalty
- Marketing and Sales
- Business Management
- Employment Law

CLEANING FOR HEALTH/GREEN CLEANING CERTIFICATION

Identifies effective Cleaning for Health equipment, products and practices that reduce indoor air pollution, manage resources, reduce microbial sources, are sensitive to vulnerable populations (children, elderly, pregnant, etc), and use safe cleaning chemicals. The focus is on employing safe, clean and healthy cleaning practices that offer our clients a healthful cleaning experience. All staff must complete the Cleaning for Health/Green Cleaning Workshop and Certification that ensures a well rounded education on the business and practice of Cleaning for Health/Green Cleaning. The following is included:

- Cleaning for Health Workshop
- Certification Study Materials
- Certification Quizzes and Final Exam

OPERATION DEPT CARPET/UPHOLSTERY TRAINING

All Operations Department staff is IICRC (Institute of Inspection, Cleaning and Restoration Certification) Certified in carpet cleaning and upholstery cleaning. This enables Operation Managers to provide expert knowledge to help clients protect their assets, provide a healthier facility, and create a clean and friendly image.

HYGIENIC DISINFECTION (INFECTION CONTROL)

Explore disinfecting and cleaning techniques that help prevent the spread and cross-contamination of dangerous pathogens in schools, healthcare facilities, and other environments. The following subjects are included:

- Principles of Disinfection
- Disinfectants Types
- Assessing Risk

WORKPLACE AWARENESS

Presents how to identify and manage threats during the cleaning operation creating an awareness presence in the facilities we serve. Also learn how to identify and report facilities damage and concerns to the contact. The following subjects are included:

- Awareness not Security
- Uniforms and Badges
- Identifying Suspicious Persons
- Identifying Suspicious Items
- Identifying Damage and Concerns



Learning Programs for Clients

CLEANING FOR HEALTH/GREEN CLEANING WORKSHOP

Identify effective Cleaning for Health products and practices that reduce poor indoor air quality, manage resources, reduce microbial sources, are sensitive to vulnerable populations, and use safe cleaning chemicals. The following subjects are included:

- Jani-King's Commitment to Cleaning for Health
- Definition and Purpose
- Cleaning for Health Goals
- Who Benefits
- LEED Building Certification

HYGIENIC DISINFECTION (INFECTION CONTROL)

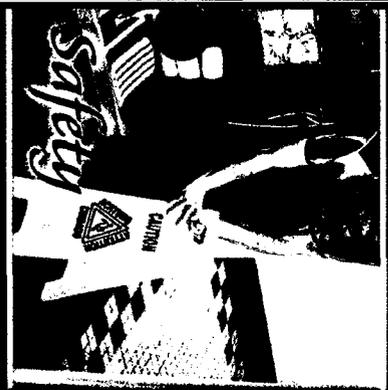
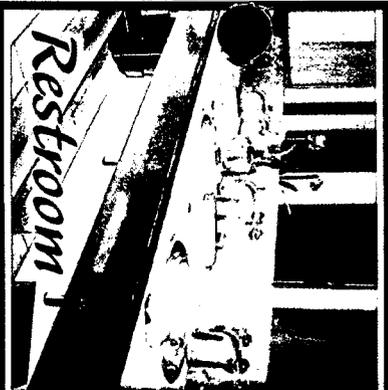
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- Principles of Disinfection
- Disinfectants Types
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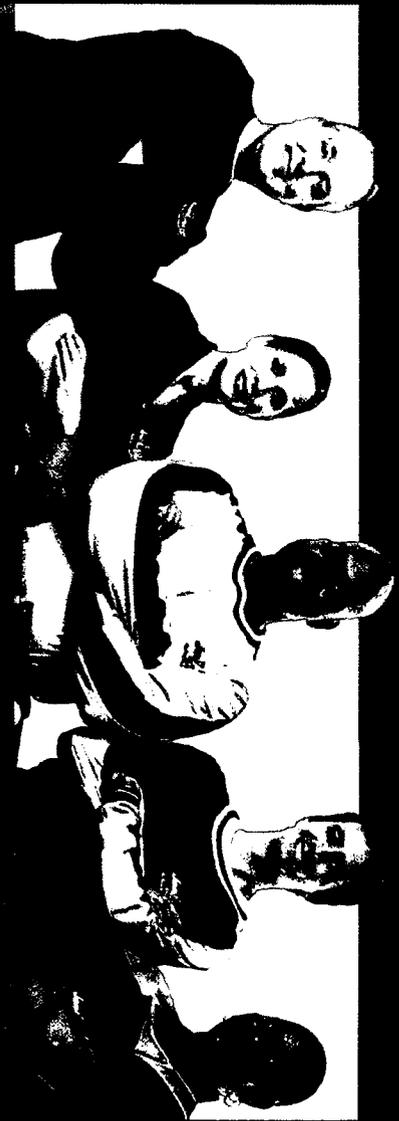
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- Awareness not Security
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JANI-KING FRANCHISE TRAINING PROGRAM



TRAINING

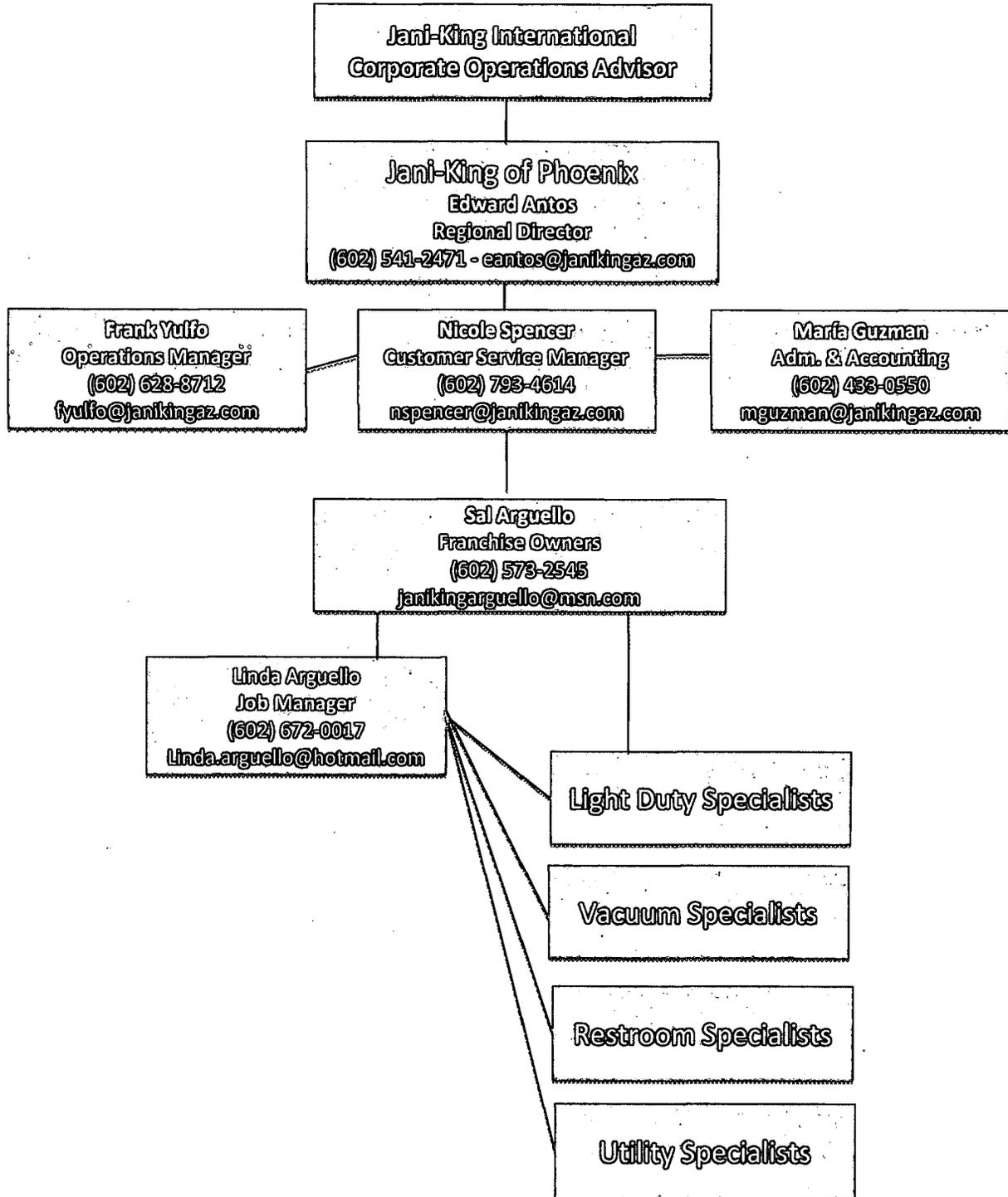
TOOLS

Jani-King
The King of Cleaning





Organizational Chart



Best and Final Offer

From: Ed Antos
To: Christine Finney
Cc: janikingarguello@msn.com
Subject: RFPNO: P13-0027
Date: Tuesday, December 11, 2012 2:56:02 PM
Attachments: City of Peoria BAFO 12-11-12.xlsx

Christine,

You will find our Best and Final Offer in the attachment. The only pricing change was made at the Jomax Waste Water Treatment Plant. Through cleaning efficiencies and distributor pricing on supplies we were able to decrease our overall pricing for The City of Peoria. We look forward to providing quality service.

Thank you!

Edward Antos, CBSE

Senior Vice President



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