



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 (B) Page 1 of 1
 Description: Janitorial Services
 Amendment No. Three (3) Date: 12/09/15

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 2/28/16.

The New Contract Term Is: 3/1/16 to 2/28/17

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

[Signature] 01-05-16 Norman F. Hurley UpRight Commercial Cleaning
 Signature Date Typed Name and Title Company Name

3332 W. Thomas Rd. Phoenix AZ 85017
 Address City State Zip Code

Attested By:

[Signature]
 Rhonda Geriminsky, City Clerk



City Seal
 Copyright 2003
 City of Peoria, Arizona

 CC Number

 ACON05313C
 Contract Number

[Signature] 12-22-2015
 Director: Bill Mattingly, Public Works/Utilities Director

[Signature]
 Department Rep: Roger Carr, Utilities Operations Manager

Approved as to Form:
[Signature]
 Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:
Jan 20, 2016 at Peoria, Arizona
[Signature]
 Dan Zenko, Materials Manager

ACON05313C



CONTRACT AMENDMENT

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

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:

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.

A price increase is hereby applied to the contract rates. The attached Price Sheet hereby replaces all other price sheets

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

[Signature] 02/09/15 Norman F. Hurley UpRight Commercial Cleaning
 Signature Date Typed Name and Title Company Name
 3332 W Thomas Road Phoenix AZ 85017
 Address City State Zip Code

Attested By:
[Signature]
 Rhonda Geriminsky, City Clerk

[Signature] 11-04-2014
 Director: Bill Mattingly, PW/Utilities Director
[Signature]
 Manager: Arthur Faiello, Utility Operations Manager
[Signature]
 Department Rep: Roger Carr, Utility Treatment Supervisor
[Signature]
 Approved as to Form: Stephen M. Kemp, City Attorney



City Seal
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 Arizona

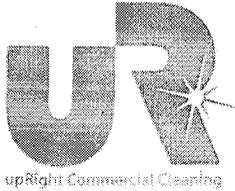
CC Number
 ACON 05313B
 Contract Number

Official File

The above referenced Contract Amendment is hereby Executed
 February 12, 2015 at Peoria, Arizona
[Signature]
 Dan Zenko, Materials Manager

**P13-0027, Janitorial Services
UpRight Commercial Cleaning
PRICE SHEET (Effective 3/1/2015)**

ALL INCLUSIVE PRICING (all consumables provided by the contractor)									
UTILITIES LOCATIONS									
Description	Qty	U/M	Current Unit Price	Current Annual Price	% inc	New Unit Price	New Annual Price		
Greenway Water Treatment Plant - (2x per wk)	104	Day	\$ 75.38	\$ 7,839.04	4.38%	\$ 78.67	\$ 8,181.68		
Jomax Waste Water Treatment Plant - (2x per wk)	104	Day	\$ 52.21	\$ 5,430.21	4.38%	\$ 54.49	\$ 5,666.96		
Jomax WWTP - Bathroom Trailer - (1x per wk)	52	Day	\$ 24.46	\$ 1,271.71	4.38%	\$ 25.53	\$ 1,327.56		
Beardsley WWTP - Operation Building - (3x per wk)	156	Day	\$ 97.36	\$ 15,187.42	4.38%	\$ 101.61	\$ 15,851.16		
Beardsley WWTP Lab Bldg - (1x per wk)	52	Day	\$ 32.92	\$ 1,712.04	4.38%	\$ 34.36	\$ 1,786.72		
Quintero Water Treatment Plant - (1x per wk)	52	Day	\$ 107.24	\$ 5,576.46	4.38%	\$ 111.92	\$ 5,819.84		
Butler WRF - (2x per wk)	104	Day	\$ 72.79	\$ 7,569.87	4.38%	\$ 75.97	\$ 7,900.88		
				\$ 44,586.75		Total Annual Increase	\$ 46,534.80		\$ 1,948.05
EXTRA WORK									
Description	Qty	U/M	Unit Price	% inc	New Unit Price				
Additional Services - as needed	1	Hour	\$13.50	4.38%	\$14.09				
Construction Cleanup - as needed	1	Hour	\$14.52	4.38%	\$15.16				
Porter Services - as needed	1	Hour	\$13.20	4.38%	\$13.77				
VCT Hard Floor Cleaning - Scrub/Strip/Recoat	1	Sq.Ft.	\$0.152	4.38%	\$0.16				
Carpet Cleaning	1	Sq.Ft.	\$0.111	4.38%	\$0.12				



3332 West Thomas Road
Phoenix, AZ 85017
Office: 602.415.1121
FAX: 602.415.1161

January 12, 2015

To: City of Peoria – Materials Management
Christine Finney, MPA, CPPB
8401 West Monroe Street
Peoria, AZ 85345

RE: Request for Extension and Price Increase – Contract P13-0027 (B)
New Arizona Statutory Minimum Wage Rate and Federal Affordable Care Act
Effective January 1st, 2015

Dear Christine,

Please accept this letter as Upright Commercial Cleaning's request to have our contracts' monthly rates adjusted to reflect and account for both the 2015 increase in Arizona's minimum wage and the Federal Affordable Care Act (ACA). Please know it is our desire and commitment to continue to service the awarded locations to specifications.

Upright would request pricing consideration due to the following:

From the Industrial Commission of Arizona - Minimum Wage

On November 7, 2006, the Arizona voters approved Proposition 202, referred to as the "Raise the Arizona Minimum Wage for Working Arizonans Act." Under A.R.S. 23-364(A), which became effective January 1, 2007, the Industrial Commission of Arizona was given the authority to enforce and implement the Act. Effective January 13, 2008, final Administrative Rules under Title 20, Chapter 5, Article 12 were approved and are currently in effect.

Minimum Wage Information for CY 2015

Effective January 1, 2015, Arizona's minimum wage becomes \$8.05 per hour. Every employer covered under the Act will then be required to pay each employee wages not less than this amount.

This is a 1.9% statutory increase over the 2014 minimum wage of \$7.90. Accounting for the hours driven mandated insurance costs (Worker's Compensation and General Liability) plus employer paid taxes, our actual paid labor rate will increase just over 2.3%, or \$0.18 per hour, on January 1st, 2015.

As well, employers have to start offering and reporting health insurance in compliance with the Federal Affordable Care Act beginning January 1st, 2015.

ACA Hourly Impact	
Hours/FTE/Month (ACA = 30 hrs/wk)	130
Corporate Monthly Hours	16,096
FTE's	123.8
Exchange Rate Per EE Per Month	\$225.00
Upright Percent Coverage	55%
Project Employee "Take Rate"	55%
Upright Cost Per FTE Per Month	\$123.75
Upright's Projected Cost Per Month	\$8,426.98
Projected Cost Per Hour Increase	\$0.52
AZ Minimum Wage Hourly Impact	
AZ Min Wage	\$0.18
Total Statutory Increase	\$0.70



3332 West Thomas Road
Phoenix, AZ 85017
Office: 602.415.1121
FAX: 602.415.1161

Given these statutory increases in our direct labor costs, we would respectfully request a commensurate increase per hour extended to the monthly rates based upon our average hours per month, also effective January 1st, 2015. This would extrapolate to the daily service rates be increased per the table below.

Name	Address	Requested Daily Increase	Current Daily Rate	Requested New Rate	Day Per Week	Increase Per Month
Greenway Water Treatment Plant	7300 W. Greenway Rd	\$3.29	\$75.38	\$78.67	2	\$28.50
Jomax Waste Water Treatment	12483 West Jomax Road	\$2.28	\$52.21	\$54.49	2	\$19.74
Jomax WWTP (Trailer)	3546 Sweetwater Street	\$1.07	\$24.46	\$25.53	1	\$4.62
Beardsley WWTP Ops Bldg	19980 N 11th Ave	\$4.25	\$97.36	\$101.61	3	\$55.21
Beardsley WWTP Lab Bldg	19980 N 11th Ave	\$1.44	\$32.92	\$34.36	1	\$6.22
Quintero Water Treatment Plant	19194 Iron Age Drive	\$4.68	\$107.24	\$111.92	1	\$20.27
Butler WRF	8660 North 79th Ave	\$3.18	\$72.79	\$75.97	1	\$13.76

As always, please never hesitate to contact me with any comments, issues or concerns; and accept my thanks for your consideration and assistance.

Kind regards,

Norman F. Hurley

Norman Hurley
Owner/Managing Member



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(B) Page 1 of 1
Description: Janitorial Services
Amendment No. Amd #1 (Ext#1) Date: February 28, 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.

In addition, a price adjustment of 1.9% is hereby applied to the contract rates. The attached Price Sheet hereby replaces all other price sheets.

Nothing Further.

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

	<u>03-06-2014</u>	Norman F. Hurley	UpRight Commercial Cleaning
Signature	Date	Typed Name and Title	Company Name
3332 W Thomas Road		Phoenix	AZ 85017
Address		City	State Zip Code

Attested By:

for Rhonda Seriminsky, City Clerk

03-18-2014
Director: Bill Mattingly, PW/Utilities Director

Department Rep. Roger Garr, Utility Treatment Supervisor

Approved as to Form: Stephen M. Kemp, City Attorney



City Seal
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CC Number
ACON 05313A
Contract Number

Official File

The above referenced Contract Amendment is hereby Executed
March 30, 2014 at Peoria, Arizona

Dan Zenko, Materials Manager



3332 West Thomas Road
Phoenix, AZ 85017
Office: 602.415.1121
FAX: 602.415.1161

March 6, 2014

To: Christine Finney, MPA, CPPB, Buyer II
City of Peoria - Materials Management
9875 N. 85th Avenue
Peoria , AZ 85345

RE: Request for Contract Extension
Contract P13-0027(B)
Janitorial Services

Dear Christine,

Please accept this letter as upRight Commercial Cleaning's request to extend the subject contract for the requested the new contract term is 03/01/2014 to 02/28/2015 under the existing specifications.

Please also accept this letter as Upright Commercial Cleaning's request for a pricing increase of 1.9% to accommodate and reflect the increases in our costs as driven by the Arizona Minimum Wage increases that that went into effect January 01, 2014. This statutory increase raised the minimum wage from \$7.80 per hour to \$7.90 per hour, a 1.3% direct increase in our labor costs that we are legally bound to comply with. In addition to this our employer paid taxes and insurance rates are based upon our actual labor rates and therefore go up commensurately, resulting in our request for an increase of 1.9%.

Your business is very much appreciated and it is a pleasure to serve the City of Peoria.

As always, please let me know of any issues or concerns.

Kind regards,

Norman F. Hurley

Norman Hurley
Managing Member

**P13-0027, Janitorial Services
UpRight Commercial Cleaning
Pricing Summary - Contract Amendment #1**

ALL INCLUSIVE PRICING								
Where all consumables (except Sunrise Mountain sites) are provided by the CONTRACTOR								
UTILITIES LOCATIONS								
Description	Qty	U/M	Unit Price	Annual Price	% inc	New Unit Price	New Annual Price	
Greenway Water Treatment Plant - (2x per wk)	104	Day	\$ 73.97	\$ 7,692.88	1.90%	\$ 75.38	\$	7,839.04
Jomax Waste Water Treatment Plant - (2x per wk)	104	Day	\$ 51.24	\$ 5,328.96	1.90%	\$ 52.21	\$	5,430.21
Jomax WWTP - Bathroom Trailer - (1x per wk)	52	Day	\$ 24.00	\$ 1,248.00	1.90%	\$ 24.46	\$	1,271.71
Beardsley WWTP - Operation Building - (3x per wk)	156	Day	\$ 95.54	\$ 14,904.24	1.90%	\$ 97.36	\$	15,187.42
Beardsley WWTP Lab Bldg - (1x per wk)	52	Day	\$ 32.31	\$ 1,680.12	1.90%	\$ 32.92	\$	1,712.04
Quintero Water Treatment Plant - (1x per wk)	52	Day	\$ 105.24	\$ 5,472.48	1.90%	\$ 107.24	\$	5,576.46
Butler WRF - (2x per wk)	104	Day	\$ 71.43	\$ 7,428.72	1.90%	\$ 72.79	\$	7,569.87
				\$ 43,755.40			Total Annual Increase	\$ 831.35

EXTRA WORK								
Description	Qty	U/M	Unit Price	% inc	New Unit Price			
Additional Services - as needed	1	Hour	\$13.25	1.90%	\$13.50			
Construction Cleanup - as needed	1	Hour	\$14.25	1.90%	\$14.52			
Porter Services - as needed	1	Hour	\$12.95	1.90%	\$13.20			
VCT Hard Floor Cleaning – Scrub/Strip/Recoat	1	Sq.Ft.	\$0.149	1.90%	\$0.152			
Carpet Cleaning	1	Sq.Ft.	\$0.109	1.90%	\$0.111			

NOT ALL-INCLUSIVE PRICING								
(where ALL consumables are provided by CITY)								
UTILITIES LOCATIONS								
Description	Qty	U/M	Unit Price	Annual Price	% inc	New Unit Price	New Annual Price	
Greenway Water Treatment Plant - (2x per wk)	104	Day	\$ 69.67	\$ 7,245.68	1.90%	\$ 70.99	\$	7,383.35
Jomax Waste Water Treatment Plant - (2x per wk)	104	Day	\$ 50.09	\$ 5,209.36	1.90%	\$ 51.04	\$	5,308.34
Jomax WWTP - Bathroom Trailer - (1x per wk)	52	Day	\$ 20.08	\$ 1,044.16	1.90%	\$ 20.46	\$	1,064.00
Beardsley WWTP - Operation Building - (3x per wk)	156	Day	\$ 91.39	\$ 14,256.84	1.90%	\$ 93.13	\$	14,527.72
Beardsley WWTP Lab Bldg - (1x per wk)	52	Day	\$ 28.85	\$ 1,500.20	1.90%	\$ 29.40	\$	1,528.70
Quintero Water Treatment Plant - (1x per wk)	52	Day	\$ 102.93	\$ 5,352.36	1.90%	\$ 104.89	\$	5,454.05
Butler WRF - (2x per wk)	104	Day	\$ 67.06	\$ 6,974.24	1.90%	\$ 68.33	\$	7,106.75
				\$ 41,582.84			Total Annual Increase	\$ 790.07

EXTRA WORK								
Description	Qty	U/M	Unit Price	% inc	New Unit Price			
Additional Services - as needed	1	Hour	\$13.25	1.90%	\$13.50			
Construction Cleanup - as needed	1	Hour	\$14.25	1.90%	\$14.52			
Porter Services - as needed	1	Hour	\$12.95	1.90%	\$13.20			
VCT Hard Floor Cleaning – Scrub/Strip/Recoat	1	Sq.Ft.	\$0.149	1.90%	\$0.152			
Carpet Cleaning	1	Sq.Ft.	\$0.109	1.90%	\$0.111			



City of Peoria, Arizona

Notice of Request for Proposal



Request for Proposal No: **P13-0027** Proposal Due Date: **November 1, 2012**

Materials and/or Services: **Janitorial Services** Proposal Time: **5:00 P.M. AZ Time**

Pre-Offer Meeting: **October 15, 2012, 8:00 AM, AZ Time** Contact: **Christine Finney**

Facility Visit: **October 23, 2012, 8:00 AM – 3:00 PM AZ Time - (registration required, see p. 29 for tour details)** Phone: **(623) 773-7115**

Mailing Address: **City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

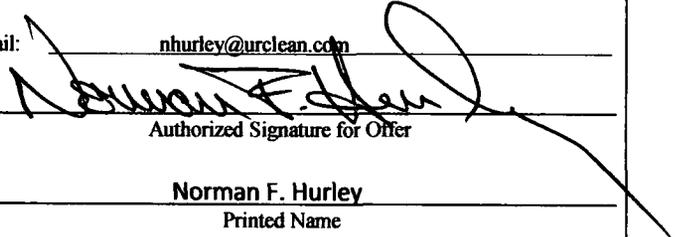
For clarification of this offer contact:

Telephone: 602.415.1121 Fax: 602.415.1161

Name: Norman F. Hurley

Email: nhurley@urclean.com

Upright Commercial Cleaning
Company Name



Authorized Signature for Offer

3332 West Thomas Rd.
Address

Norman F. Hurley
Printed Name

Phoenix AZ 85017
City State Zip Code

Member
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

City of Peoria, Arizona. Effective Date: Feb. 12, 2013

Approved as to form:

Stephen M. Kemp, City Attorney

Contract Awarded Date: Feb. 11, 2013

Dan Zenko, Materials Management Supervisor

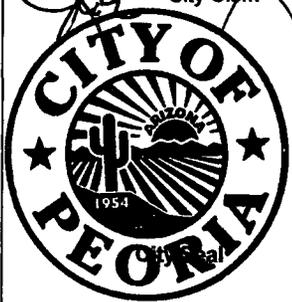
CC: _____

Contract Number:

ACON05313

Official File: _____

Linda Blas
City Clerk



upRight
Award Pricing Summary
P13-0027, Janitorial Services

ALL INCLUSIVE PRICING					
Where all consumables (except Sunrise Mountain sites) are provided by the CONTRACTOR					
UTILITIES LOCATIONS					
Description	Qty	U/M	Unit Price	Annual Price	Green per Day
Greenway Water Treatment Plant - (2x per wk)	104	Day	\$ 73.97	\$ 7,692.88	\$ -
Jomax Waste Water Treatment Plant - (2x per wk)	104	Day	\$ 51.24	\$ 5,328.96	\$ -
Jomax WWTP - Bathroom Trailer - (1x per wk)	52	Day	\$ 24.00	\$ 1,248.00	\$ -
Beardsley WWTP - Operation Building - (3x per wk)	156	Day	\$ 95.54	\$ 14,904.24	\$ -
Beardsley WWTP Lab Bldg - (1x per wk)	52	Day	\$ 32.31	\$ 1,680.12	\$ -
Quintero Water Treatment Plant - (1x per wk)	52	Day	\$ 105.24	\$ 5,472.48	\$ -
Butler WRF - (2x per wk)	104	Day	\$ 71.43	\$ 7,428.72	\$ -
				\$ 43,755.40	

EXTRA WORK			
Description	Qty	U/M	Unit Price
Additional Services - as needed	1	Hour	\$ 13.25
Construction Cleanup - as needed	1	Hour	\$ 14.25
Porter Services - as needed	1	Hour	\$ 12.95
VCT Hard Floor Cleaning – Scrub/Strip/Recoat	1	Sq.Ft.	\$ 0.149
Carpet Cleaning	1	Sq.Ft.	\$ 0.109

NOT ALL-INCLUSIVE PRICING					
(where ALL consumables are provided by CITY)					
UTILITIES LOCATIONS					
Description	Qty	U/M	Unit Price	Annual Price	Green per Day
Greenway Water Treatment Plant - (2x per wk)	104	Day	\$ 69.67	\$ 7,245.68	\$ -
Jomax Waste Water Treatment Plant - (2x per wk)	104	Day	\$ 50.09	\$ 5,209.36	\$ -
Jomax WWTP - Bathroom Trailer - (1x per wk)	52	Day	\$ 20.08	\$ 1,044.16	\$ -
Beardsley WWTP - Operation Building - (3x per wk)	156	Day	\$ 91.39	\$ 14,256.84	\$ -
Beardsley WWTP Lab Bldg - (1x per wk)	52	Day	\$ 28.85	\$ 1,500.20	\$ -
Quintero Water Treatment Plant - (1x per wk)	52	Day	\$ 102.93	\$ 5,352.36	\$ -
Butler WRF - (2x per wk)	104	Day	\$ 67.06	\$ 6,974.24	\$ -
				\$ 41,582.84	

EXTRA WORK			
Description	Qty	U/M	Unit Price
Additional Services - as needed	1	Hour	\$ 13.25
Construction Cleanup - as needed	1	Hour	\$ 14.25
Porter Services - as needed	1	Hour	\$ 12.95
VCT Hard Floor Cleaning – Scrub/Strip/Recoat	1	Sq.Ft.	\$ 0.149
Carpet Cleaning	1	Sq.Ft.	\$ 0.109

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.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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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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Solicitation Number: P13-0027

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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 ["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:
- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - b. 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 to right to restrict the use of any non-secure websites under this contract.
 - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - e. Ensure that offices and workspaces containing customer information are secure.
 - f. 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:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. 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.

- 2. 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 3/4 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 be 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

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Procurement**
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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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- 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

Solicitation Number: P13-0027

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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 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.
Bearsley 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	\$58.62	\$6,096.48	\$ 0.00
Jomax Waste Water Treatment Plant - (2x per wk)	104	Days	\$50.66	\$5,268.64	\$ 0.00
Jomax WWTP - Bathroom Trailer - (1x per wk)	52	Days	\$24.00	\$1,248.00	\$ 0.00
Beardsley WWTP - Operation Building - (3x per wk)	156	Days	\$56.24	\$8,773.44	\$ 0.00
Beardsley WWTP Lab Bldg - (1x per wk)	52	Days	\$29.77	\$1,548.04	\$ 0.00
Quintero Water Treatment Plant - (1x per wk)	52	Days	\$105.24	\$5,472.48	\$ 0.00
Butler WRF - (2x per wk)	104	Days	\$114.81	\$11,940.24	\$ 0.00
SUBTOTAL UTILITIES				\$40,347.32	

FACILITIES LOCATIONS

Description	Qty	U/M	Unit Price	Annual Price	Green Clean (add'l price per day)
Sunrise Mountain Library (Weekdays) - (daily)	252	Days	\$146.53	\$36,925.56	\$ 0.00
Sunrise Mountain Library (Weekends) - (daily)	104	Days	\$72.00	\$7,488.00	\$ 0.00
Sunrise Family Center - (Weekdays) - (daily)	270	Days	\$36.82	\$9,205.00	\$ 0.00
SUBTOTAL FACILITIES				\$53,618.56	

EXTRA WORK

Description	Qty	U/M	Unit Price
Additional Services - as needed	1	Hour	\$ 13.25
Construction Cleanup - as needed	1	Hour	\$ 14.25
Porter Services - as needed	1	Hour	\$ 12.95
VCT Hard Floor Cleaning - Scrub/Strip/Recoat	1	Sq.Ft.	\$ 0.149

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

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**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	\$54.32	\$5,648.84	\$ 0.00
Jomax Waste Water Treatment Plant - (2x per wk)	104	Days	\$49.51	\$5,148.64	\$ 0.00
Jomax WWTP - Bathroom Trailer - (1x per wk)	52	Days	\$20.08	\$1,044.00	\$ 0.00
Beardsley WWTP - Operation Building - (3x per wk)	156	Days	\$52.09	\$8,126.22	\$ 0.00
Beardsley WWTP Lab Bldg - (1x per wk)	52	Days	\$26.31	\$1,368.04	\$ 0.00
Quintero Water Treatment Plant - (1x per wk)	52	Days	\$102.98	\$5,352.48	\$ 0.00
Butler WRF - (2x per wk)	104	Days	\$110.44	\$11,485.63	\$ 0.00
SUBTOTAL UTILITIES				\$38,173.85	

FACILITIES LOCATIONS

Description	Qty	U/M	Unit Price	Annual Price	Green Clean (add'l price per day)
Sunrise Mountain Library (Weekdays) – (daily)	252	Days	\$146.53	\$36,925.56	\$ 0.00
Sunrise Mountain Library (Weekends) – (daily)	104	Days	\$72.00	\$7,488.00	\$ 0.00
Sunrise Family Center – (Weekdays) – (daily)	252	Days	\$35.33	\$8,832.37	\$ 0.00
SUBTOTAL FACILITIES				\$53,245.93	

EXTRA WORK

Description	Qty	U/M	Unit Price
Additional Services - as needed	1	Hour	\$ 13.25
Construction Cleanup - as needed	1	Hour	\$ 14.25
Porter Services - as needed	1	Hour	\$ 12.95
VCT Hard Floor Cleaning – Scrub/Strip/Recoat	1	Sq.Ft.	\$ 0.149

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.



QUESTIONNAIRE

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

Company Name: City of Scottsdale – Water Treatment Campus, Police Precinct, West World, Municipal Airport, School	Date of Contract:
Address: Purchasing, 9191 East San Salvador, Scottsdale AZ 85258-5588	2001 - Present
Contact: Ken Hubbard	May we Contact:
Phone Number: 480.312.2132 email: khubbard@scottsdaleaz.gov	

Company Name: Desert Troon Properties – 750,000+ sq. ft. Executive/Class “A” Buildings	Date of Contract:
Address: 17207 North Perimeter Drive, Suite 200, Scottsdale, AZ 85255	2005 - Present
Contact: Robert Day	May we Contact:
Phone Number: (480) 563-5247 email: rob@desert-troon.com	

Company Name: City of Surprise – over 400,000 sq. ft. including Town Hall Offices, Public Safety (Fire & Police), Water	Date of Contract:
Address: 12425 West Bell Rd., Suite D 100, Surprise, AZ 85374-9002	2004 - Present
Contact: Keith Racette, Division Manager	May we Contact:
Phone Number: (623) 222-6120 email: Keith.Racette@surpriseaz.com	



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:**



QUESTIONNAIRE

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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 X .

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

Note: Upright is an ORCA certified Small Business Enterprise.



Attachment A Cleaning Schedule

Solicitation Number: P13-0027

**Materials Management
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SUNRISE MOUNTAIN LIBRARY CUSTODIAL SERVICES

Legend:

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

	Lobby/ Hallway		Classrooms Room & Library		Back office & Kitchen		Staff Restrooms		Kitchen		Staff Restrooms		Back Patio Areas		Front Patio Area		Outside area		Janitorial Closets				
	T	CPT	CER	CMT	R	VCT	T	CPT	CER	CMT	R	VCT	T	CPT	CER	CMT	R	VCT	T	CPT	CER	CMT	R
	<i>square feet</i>																						
	845	13965	232	3000	49	60	549	3020	280														
Empty trash cans, clean & replace liners	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS
Empty recyclables	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS
Sweep & mop floors	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS
Vacuum & Clean baseboards	M	M	M	M	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W
Scrub tile & recoat	S		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Clean & sanitize drinking fountain	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS
Clean table tops & counter tops		AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS
Clean interior window sills & blinds	M	M	W		W		W		W		W		W		W		W		W		W		W
Clean interior window glass	M	M	M																				
Clean all furniture (desks, chairs, credenzas)		AS	W																				
Clean & dust cabinets, bookcases, etc..		W	W																				
Clean door frames and window frames	W	W	W			AS												W					
Remove Cobwebs	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS
Clean walls	M	M	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	M
Dust all vents	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	W	M
Vacuum all carpets		W	W																				
Spot vacuum carpet & mats	AS	AS	AS			AS						AS	AS	AS									
Clean & polish sinks and counter tops			AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS
Clean & polish all stainless steel & fixtures				AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS
Clean & sanitize appliance exteriors			W		AS	AS																	
Stock dispensers, clean & sanitize			AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS
Clean mirrors					AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS
Clean&sanitize toilets, inside&out, & seats					AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS
Clean exterior glass/ doors	M	M	M			W						W	W	W	W	W	W	W	W	W	W	W	
Empty ashtrays												AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS
Power wash benches, tables & floor												W	W										
Sweep floor												AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS
Wipe off benches / tables												AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS
Flush floor drains																	AS	AS	AS	AS	AS	AS	AS
Clean mop sink																						AS	AS
Label all cleaning supplies																						AS	AS
Empty bucket & ring out mop																						AS	AS
Change mops																						W	W



SOLICITATION AMENDMENT

Solicitation No: P13-0027
 Description: Janitorial Services
 Amendment No: Two (2)
 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 City is providing a Facility Inventory List which provides information such as number of showers, toilets, urinals, type and number of consumables dispensers (i.e. soaps, sanitizers, toilet paper, towels, seat covers) per location. This list does not alter the RFP requirements, but it will provide more complete information for estimating purposes.

Nothing Further

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

Vendor hereby acknowledges receipt and agreement with the amendment.

 31 October 2012

 Signature Date

Norman F. Hurley, Member

 Typed Name and Title

Upright Commercial Cleaning

 Company Name

3332 West Thomas Road

 Address

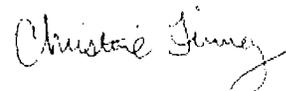
Phoenix, AZ 85017

 City State Zip

The above referenced Solicitation Amendment is hereby Executed

October 23, 2012

at Peoria, Arizona by:



Proposal Submittal



 ORIGINAL

upRight Commercial Cleaning

This proposal has been prepared for:



RFP P13-0027

Material Management & Procurement

9875 85th Avenue

Peoria, AZ 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Attention: Christine Finney, Buyer II

email: chirstine.finney@peoriaaz.gov

Prepared By:
Norman Hurley
November 1, 2012



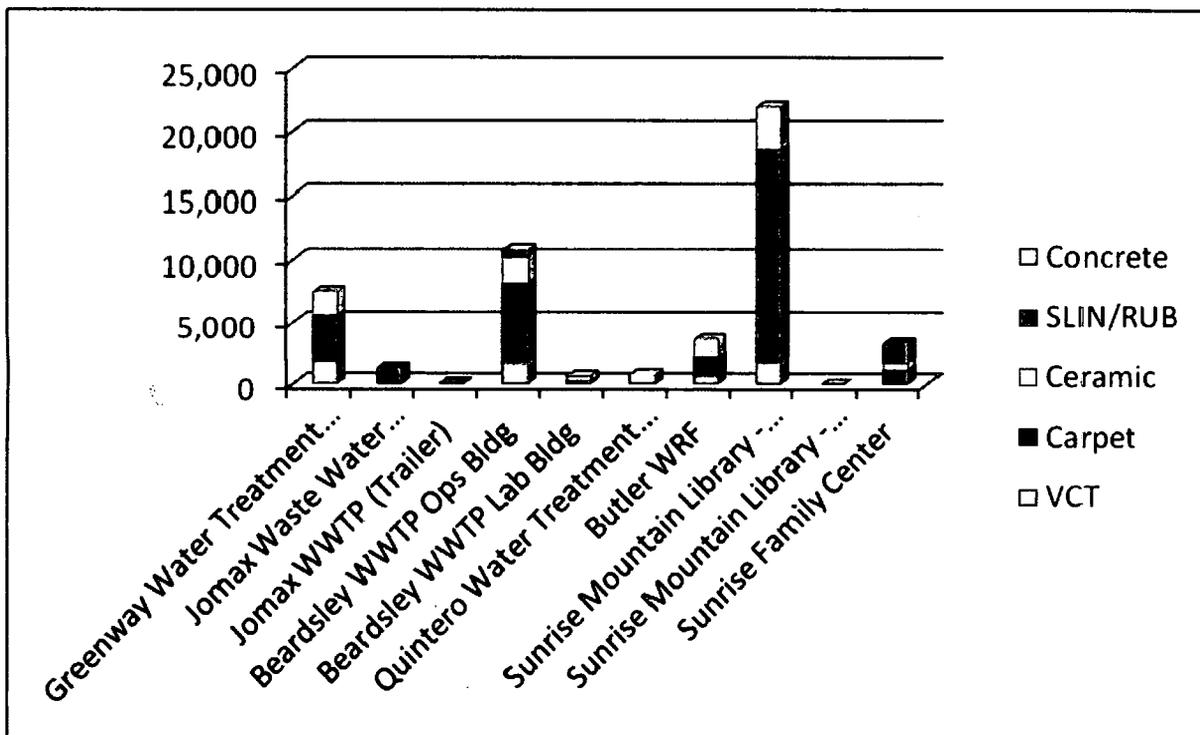
upRight's Methodology

Description of Bidder's Firm and Understanding of the Project

This project is driven by the objective to provide the City of Peoria facility with superior quality, fully managed and cost effective janitorial cleaning services and products; consistently delivering healthy, hygienic and visibly clean facilities and interior environments in an environmentally responsible manner for the employees, citizens and guests of the City of Peoria.

The project covers all aspects of this proposal including the specifications listed in the Scope of Service, along with any value added services to be managed and delivered with minimal exceptions and/or excess management oversight by the City of Peoria staff.

The RFP designated facilities are to be serviced as per RFP, with all primary and periodic cleaning to be accomplished in compliance the customers Scope Of Work and Cleaning Schedules augmented by upRight's standard Scope of Service, unless otherwise requested and directed by the Customer.





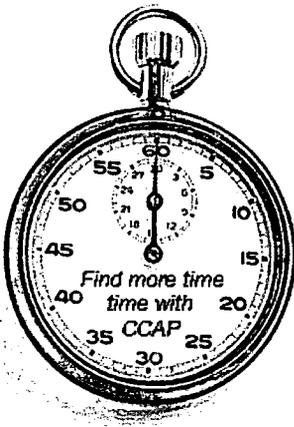
upRight Commercial Cleaning upRight and CCAP/VEKTR/CIMS Quality Assurance Process Delivering World Class Facility Management

- Assign and Balance Workloads
- Monitor and Assess Quality
- Evaluate New Cleaning Processes
- Implement Standardized Training and Certification



Industry Leading Experience

CCAP has evolved over the last decade to provide Building Service Contractors with all the information they need to make the right decisions. At its core, is the most extensive database of cleaning procedures and time standards in the industry. The extensive CCAP database is built on experience, extensive time studies, and industry association standards. As the millions of square feet managed with CCAP grow, the core database grows and improves. CCAP provides Upright with the key analytical tools and the most accurate data available to enhance and optimize our (and your) decision making.



How many people should it take to clean your facility?

How are we doing versus plan?

How much product and labor should we be using?

How can we improve productivity?

How can we train and retain our employees?



upRight Commercial Cleaning

How many people should it take to clean your facility?

Upright's CCAP Task Manager quickly assists us in assigning and balancing workloads.

- Task Manager lists all facility areas that need to be cleaned.
- Cleaning times are automatically calculated from tasks that we can assign down to the room level.
- Managers can then assign workloads at the click of a mouse or touch of a button.
- This allows us to view assigned minutes versus available minutes and balance workloads accordingly.
- We can quickly create contingency plans, such as an unplanned staff shortage.

How are we doing versus plan?

CQI is our internet-based application that helps us and you measure quality, and improve communication at all levels by providing shared real-time feedback on facility condition and program progress.

- Conduct "tap and click" walk-throughs using mobile PDA's, Notebooks, Notepads or smart phones.
- Data is collected and measured against established baselines and improvement targets.
- CCAP CQI helps us identify both training successes and training needs.
- CCAP CQI enables us to recognize our staff's accomplishments.



How much product and labor should we be using?

CCAP Report Generator makes it easy for Upright to produce reports that enhance our collective (yours and ours) decision making.

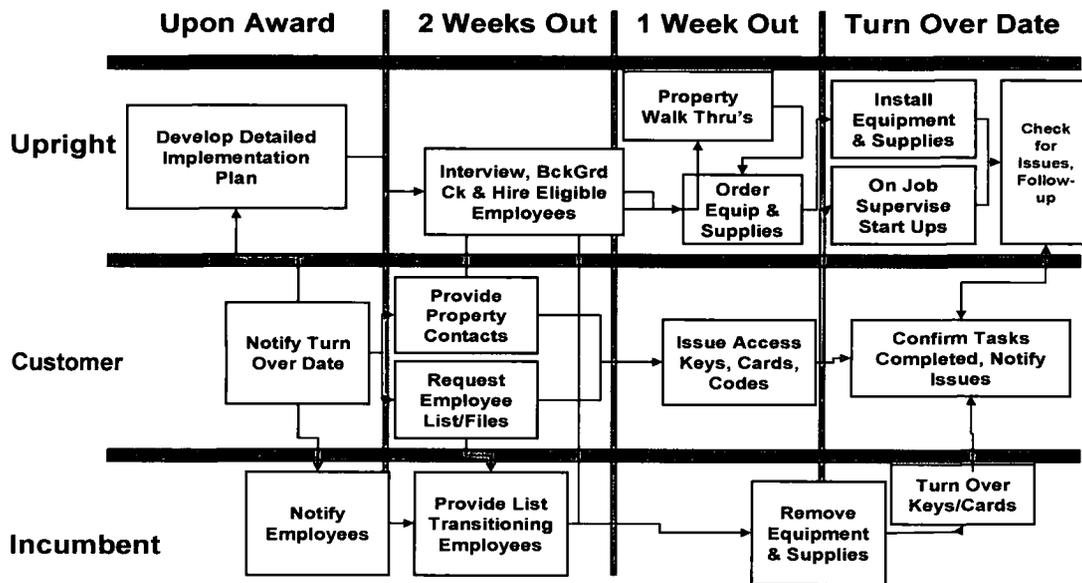
- Report building data by square footage and flooring type.
- Review planned product usage rates against actual rates.
- Easily generate equipment inventory lists.
- Print reports detailing or summarizing the number of full-time equivalents needed to clean your facility.
- Track square footage cleaned by full-time equivalent.
- Report total cost per square foot and more.



IMPLEMENTATION AND FACILITY PROGRAMMING PROCESSES

Upright ensure a smooth implementation and continuous improvement through a proactive communication and planning process. There are two key processes employed to ensure a smooth start up and consistent results are delivered from day one forward:

- a) Upright follows a time based planning process to ensure all items necessary to ensure a smooth and seamless transition are completed with as little disruption and effort for the customer as possible. In example, Upright successfully transitioned over 42 Motor Vehicle Department locations (over 1.5 Million square feet) on a single day turnover; both when we started the contract, and five years later when we turned over to the next contract's awarded vendors (state law requires all contracts to be re-bid every 5 years.) Please see the chart below to see how our basic process works.





upRight Commercial Cleaning

IMPLEMENTATION AND FACILITY PROGRAMMING PROCESSES (continued)

b) In addition and complimenting the above start up process, upRight commits the cleaning specifications to a Facility Program for each facility serviced. The process has all key task specifications organized into groups according to their required frequency in an easy to read/use chart. (Please see example below.)

Each facility is also mapped into "geographical" sections. Each section is assigned to a week of a typical month. Less frequent specifications, such as weekly and monthly specifications, are assigned to a specific day and week in a logical manner so as to ensure these tasks and their associated amounts of work are both scheduled and "load balanced" across each work day and week, thereby eliminating the risk and audit issues associated with having scheduled or expecting a large amount of work to be completed on any given day. This plan is then augmented by our Gantt Based Quality Assurance Inspection so as to know exactly what areas of any facility should have had quarterly, monthly and/or weekly specification tasks completed on any given day.

Upright Facility Programing Worksheet

Facility Name:	Example Name								
Address:	Example Address								
Area	Specification	Complete	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Restrooms	Daily Spec 1	Daily	X	X	X	X	X	X	
	Daily Spec 2	Daily	X	X	X	X	X	X	
	Daily Spec 3	Daily	X	X	X	X	X	X	
	Daily Spec (n)	Daily	X	X	X	X	X	X	
	Weekly Spec 1	Weekly	X						
	Weekly Spec 2	Weekly		X					
Weekly Spec 3	Weekly			X					
Weekly Spec (n)	Weekly				X				

Area	Specification	Complete	Week 1	Week 2	Week 3	Week 4
Restrooms	Monthly Spec 1	Monthly	X			
	Monthly Spec 2	Monthly		X		
	Monthly Spec 3	Monthly			X	
	Monthly Spec (n)	Monthly				X

Section Codes	
Week 1	Blue
Week 2	Yellow
Week 3	Green
Week 4	Red
Blue	Yellow
Green	Red

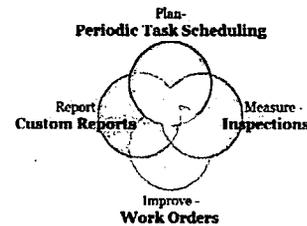


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Quality Assurance Plan

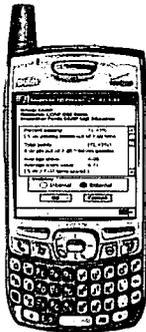
Upright Commercial Cleaning's training programs are completed upon (triggered by):

- New hire training
- Assignment to new facility
- Promotion/assignment to a new position requiring new knowledge and/or skills
- Accident/Incident follow-up
- Governmental edict (eg: new OSHA or other directive/request)
- Customer directive/request
- New vendor, chemical and/or equipment implementation
- Annual/periodic recertification

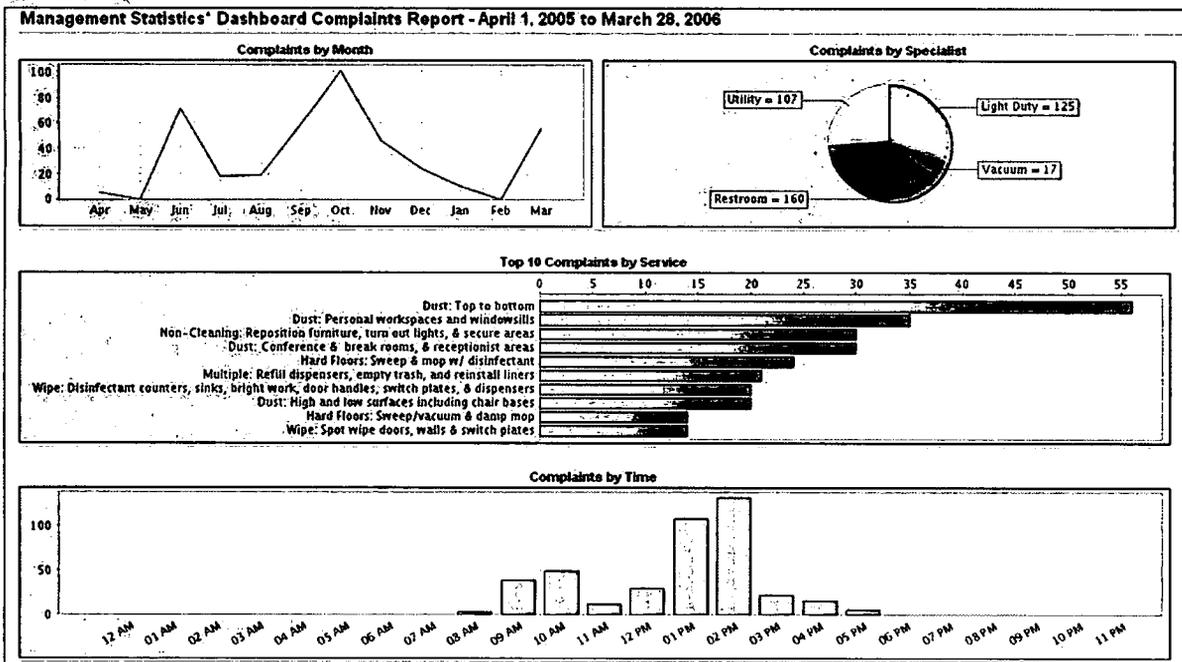


Routine training is completed during:

- **quarterly employee meetings (required agenda item)**
- new hire orientation
- each and every on-job supervision (OJS) event
- annual recertification at start of year (both on location and at our main office)



Documentation is accomplished through training/meeting sign-in sheets and updated into each employee's file on a training log. Upright Commercial Cleaning use of CQI software allows us to integrate customer service, contact management, personnel data, operations reporting, work order and complaint management; including allowing us to record such training information into each employee's record.





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General Cleaning

Upright Commercial Cleaning effectively uses a combination of three methodologies:

- Zone Cleaning
- Task Specialization
- Calendared Facility Sectioning and Assignment (Facility Programming)

The three basic cleaning principles are trained and employed daily by Upright Commercial Cleaning personnel, clean from:

1. Top to Bottom
2. Far to Near
3. Dry to Wet

This management and work process which combines specific daily task assignment and specialization that is coordinated with other team tasks and sequencing will promote skill and proficiency while also allowing full accountability. (If an area is not accomplished to specification, the individual responsible can be easily identified, coached and trained so as to avoid recurrence.) Automated cleaning chemical metering and dispensing systems are used to ensure properly proportioned and environmentally responsible (minimal water transportation and consumption) cleaning agents are always on hand.

Upright's Basic Methods

Green Cleaning

In support of Green Cleaning and LEED Certification processes, Upright uses the Hillyard's Green Seal Cleaning (GS-42 protocols) to develop and augment our sustainable environment and business practices. Upright proudly uses Green Certified and/or EPA DfE (Design for the Environment) products and equipment and maintains active membership in the organizations shown below.



Healthy and Hygienic Restroom

Training on personal protection (blood and fluid borne pathogens) and the use of effective but safe disinfecting cleaning agents is provided. In addition, training on surface dependant cleaning agents (eg: oil versus water based) is provided. Efficient and effective de-scaling (urinals, toilets, sinks and fixture bright ware) training is provided. Special attention to restroom floor is provided to ensure full disinfecting and odor control. Our methods ensure supplies are kept stocked, including paper, hand soap and deodorizing units.





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Window Cleaning

Training created by the Sorbo Company provide instruction on both the L and Z methods of cleaning windows. Employees are tested on the materials and reviewed during periodic On Job Supervision (OJS) sessions.

Floor Work

Upright provides floor cleaning, stripping, waxing and finishing training using the SC Johnson Floor Care Professional Workbook and Bridgepoint/Interlink CD PC based training material. The subjects of training include, stripping: rotary floor machine, stripping: auto-scrubber, finishing & sealing, dust mopping, damp mopping, top scrubbing; rotary floor machine, top scrubbing: auto-scrubber, spray buffing: standard speed, spray buffing: high speed, burnishing: ultra high speed, wood cfloor care, stone floor polishing and restoring and troubleshooting. Employees are tested on the materials and reviewed during periodic On Job Supervision (OJS) sessions.

Carpet Cleaning

Carpet cleaning instruction, developed by IICRC (Institute of Inspection, Carpet Restoration and Cleaning), and Bridgepoint/Interlink, all which comply with the CRI (Carpet and Rug Institute) standards and recommendations. After viewing instructional material or attending Bridgepoint/Interlink training sessions, employees are tested and evaluated on the materials during periodic OJS sessions. Our powerful portable and multi-wand truck mounted extractors are Gold Rated by the CRI, meeting Green Seal/LEED standards/requirements.



Safety

All staff and managers receive training on basic first aid and work related injury prevention, participating in biweekly safety updates and/or training.

Upright trains our employees in the following eight key categories:

1. Slips and Falls
2. Lifting
3. Cuts and Scrapes
4. Falling and Fixed Objects
5. End of Day Routine
6. Emergencies and Evacuation Planning
7. MSDS: Employees Right To Know, Compliance and Procedure
8. Blood Borne Pathogens: Compliance and Procedure

Training is documented on one or both of the employee's training chart (normally where training is done individually), and/or on group attendance logs where group training is accomplished.





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Scope of Work

While the customer's Scope Of Work and Cleaning Schedules will take precedence, upRight's Standard Scope of Service is provided below to offer insight as to our approach and methods of providing a commercial cleaning service; which are designed and executed to deliver a healthy and clean work indoor environment for you and your facility's occupants in an environmentally responsible manner.

Flooring

Daily Flooring Services

1. **HARD SURFACE FLOORS** – As appropriate to the surface and condition, vacuum, sweep, dry mop, wash, sanitize and/or damp mop all designated hard surface floors. Easily moveable/enabled items shall be moved and replaced in order to accomplish cleaning, including under easily movable furniture. All floors and corners are to be clean and free of removable dirt, water streaks, mop marks, string, gum, grease, tar, hair etc., so as to present an overall appearance of cleanliness. All surfaces and corners must be dry by operating hours. **As appropriate to use, interior floors requiring damp mop and sanitizing, Upright will use either a neutral quaternary disinfecting/germicidal/virucidal/deodorizing cleansing solution, or a Green Seal Certified oxygenated sanitizer. These products are effective against Type A flu (including H1N1) & staff (MRSA) viruses.**
2. **CARPETED FLOORS/MATS** – Thoroughly vacuum any carpet and/or floor mats, including along baseboards, edges, corners and under readily moveable furniture, using a HEPA filtered vacuum cleaner, beater bar equipped and/or backpack as appropriate. Easily moveable/enabled items shall be moved weekly in order to accomplish cleaning and replaced upon completion. Cleaned carpets and all corners are to be free of vacuum removable dirt and debris.

Additional Services

1. **CARPETS** – Follow manufacturer care instructions which are anticipated to include:
 - a. Dual method (machine agitate stains and traffic lanes followed by extraction cleaning of carpeted areas using truck mounted extraction and/or CFR systems at approximately 220 degrees and 450 PSI. Includes premium traffic lane stain pretreatment, degreaser if appropriate and a fresh water rinse.
 - b. **ALSO AVAILABLE:** Clean carpeted areas using Bonnet Shampoo or Dry Encapsulation, as requested and appropriate to the carpet, timing and/or customer request. (Some locations/areas may have extremely short dry cycle or extreme hyper-allergenic requirements, where a Dry Encapsulation method is preferable. Bonneting is cost effective for a top clean.)





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2. **RESILIENT VCT (VINYL COMPOSITE TILE) AND/OR FINISHED CEMENT HARD SURFACE FLOORS** – Follow all manufacturer care instructions which are anticipated to include:
 - a. (Strip & Seal) Finish/Refinish floors by machine stripping and scrubbing and sealing floors normally using five (5) coats of a premium, UL slip resistant rated, non yellowing, low static floor wax or three (3) coats of a premium seal. For sheet and plank vinyl floors, Upright recommends and uses Hillyard's "Seal 341" floor finish product unless otherwise requested by customer. For wax finished floors, Upright uses Hillyard's Explorer, a 24% solids product. To support sustainable business practices and Green Seal standards, Upright's stripping method and equipment can often strip your floors without the use of corrosive stripper agents thereby improving on water consumption and the release of VOC's (Volatile Organic Compounds), helping to improve your Indoor Air Quality (IAQ) while meeting/exceeding Green Seal standards.
 - b. (Top Scrub) Machine scrub to remove so removable dirt, stains, scratches and blemishes and then applying three (3) top coats of a premium UL slip resistant rated, non yellowing, low static finish.
 - c. (Spray Buff) Machine high speed buff using a premium UL slip resistant rated, non yellowing, low static finish restorer.
 - d. Easily movable and enabled items will be moved and replaced by Upright to facilitate servicing the maximum floor area.
 - e. Baseboards, edges and corners will be detailed as part of each service.

3. **CERAMIC/QUARRY/FINISHED CEMENT FLOORS** – Follow all manufacturer care instructions which are anticipated to include:
 - a. machine scrub clean floor and any grout areas using a low speed rotary floor machine and a nylon grit brush. Includes premium tile and grout cleaning treatment, detailing of grout lines and any baseboard tiles. Sealing, Resealing or Finishing with a premium water based penetrating sealer (Hillyard's "Repel") or Top Coat Finish (Hillyard's Seal 341 or Explorer Wax) is also available to best protect your hard surface floors.
 - b. steam extraction clean ceramic and/or quarry tile floor and grout areas using truck mounted extraction system at approximately 150 degrees and 1,100 PSI. Includes premium tile and grout cleaning treatment, detailing of grout lines, baseboard tiles and resealing of the tile and/or grout as appropriate to the tile type.





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Rest Rooms

Daily Services

1. FLOORS – Sweep and/or wet mop using either a sanitizing hydrogen peroxide or a neutral quaternary disinfectant/germicidal/virucidal/deodorizing cleaner to free the floor and all corners, including behind the commodes, of dirt, water streaks, mop marks, string, gum, grease, hair etc., so as to sanitize and present an overall appearance of pristine cleanliness. Flush floor drains with used cleaning solution where appropriate to keep traps full.
2. FIXTURES, HIGH TOUCH SURFACES & PARTITIONS – Clean, sanitize and polish all fixtures and highly touched surfaces (HTS's) including metal and chrome, urinals, showers stalls, stall partitions, wash basins, mirror, waste receptacles, dispensers, door and switch plates, wall surfaces, etc. using a neutral quaternary disinfectant/germicidal/virucidal cleanser. Fixtures and metal surfaces are to be clean and bright. There are to be no dust, mold, scum or excess moisture.
3. MIRRORS AND GLASS – Thoroughly clean all glass, mirrors and frames, removing all removable water spots, dust, smudges, streaks and marks.
4. TOWEL, TISSUE AND SEAT COVER DISPENSERS – As directed and approved by customer, Upright will furnish and refill towels, tissue and/or seat covers daily, or refill from supply to be furnished by CUSTOMER. (See item 8.) Dispensers will be disinfected and cleaned daily and be free from smudges, dust or excess moisture.
5. HAND SOAP – As directed and approved by customer, Upright will furnish and refill hand soap dispensers daily, or refill from supply furnished by CUSTOMER. (See item 8.)
6. DEODORIZERS – As and if directed and approved by customer, Upright will furnish and refill bathroom deodorizing dispensers daily, or refill from supply furnished by CUSTOMER. (See item 8.)
7. TRASH RECEPTACLES – Receptacles are to be emptied, relined and returned to designated positions. All trash shall be removed from the building and placed in designated outside dumpsters. Wastebaskets will not be removed from Building other than for periodic cleaning. As directed and approved by customer, Upright furnish trash liners, or replace from supply furnished by CUSTOMER. (See item 8.)
8. CONSUMABLE SUPPLIES – As directed and approved by customer, Upright will supply and bill customer monthly in arrears for all consumable supplies, or will use consumable supplies furnished by customer.





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General Cleaning (Offices, Conference, Break Rooms, Common Areas, etc.)

Daily Services

1. **WINDOWS AND GLASS** – Spot clean any entryway glass doors, including interior and exterior sides of entry doors and any immediately adjacent sills, thresholds, etc. Spot clean interior any interior partition glass.
2. **GENERAL SURFACE CLEANING** – Dust and or damp wipe clean as appropriate to the surface and condition open areas of file cabinets, bookcases, displays desktops, tables, work surfaces, counter tops, under phones etc. **PERSONAL ITEMS WILL NOT BE DUSTED, CLEANED OR MOVED UNLESS OTHERWISE AGREED.**
3. **OFFICE EQUIPMENT CLEANING** – Dust tops and exteriors of monitors, copy machines, faxes, and other office equipment. **OFFICE EQUIPMENT WILL NOT BE MOVED FROM THEIR ORIGINAL LOCATIONS OR DETAIL CLEANED UNLESS OTHERWISE AGREED.**
4. **VERTICAL & HORIZONTAL SURFACES, CABINETS AND COUNTER TOPS** – Damp wipe spot clean and sanitize the accessible exteriors (outside) of all designated washable surfaces, including cabinet exteriors.
5. **DESKS, TABLES AND CHAIRS** – Open areas of tables and chairs will be spot damp wipe cleaned and sanitized with a disinfectant/virucidal cleaning solution.
6. **LOW DUSTING** – Perform spot low dusting (6 feet and under from floor) on all tables, chairs, bookshelves, mantels, wanes coat or other woodwork ledges, doors, door frames, ledges, window sills, shutters, handrails, picture frames.
7. **DRINKING FOUNTAINS AND SINKS** – Thoroughly clean, polish and sanitize so as to remove all removable scaling and water marks. Clean any drinking fountain side vents so as to keep clean and free from dust and dirt buildup.
8. **BREAK AREAS, MICROWAVES AND VENDING EQUIPMENT** –Spot clean exposed exterior surfaces only of refrigerators, ice makers, vending machines, etc. Keep free from accumulated dust and grime. Wipe clean sinks, table tops/eating surfaces and counter tops with disinfecting, germicidal, virucidal cleaning agent.
9. **TRASH RECEPTACLES** - Receptacles emptied, relined and returned to designated positions. All trash shall be removed from the building and placed in designated outside dumpsters. Wastebaskets will not be removed from the Building other than for periodic cleaning. As directed and approved by customer, Upright will furnish trash liners (charges apply), or refill from supply furnished by customer.





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Weekly Services

1. **SPOT CLEAN AND HIGH DUSTING** (up to 12 feet above floor) – Spot dust any visible cob webs or dust accumulations on all exposed beams, HVAC vents and returns, bookshelves, light fixtures and/or fans.
2. **CLEAN FURNITURE** – Damp wipe clean all leather and/or vinyl upholstered furniture, vacuum fabric upholstered furniture so as to remove any removable dust, spills, smudges or marks.
3. **WIPE TELEPHONES** – Damp wipe and sanitize telephone handsets using neutral quaternary disinfectant/germicidal/ virucidal cleaning solution. (Reported to be a 'best practice' for helping reduce Workplace Cross-Contamination Illness risk.)
4. **VERTICAL & HORIZONTAL SURFACES, CABINETS AND COUNTER TOPS** – Damp wipe clean and sanitize all accessible exteriors (outside) of all designated washable surfaces, including cabinet exteriors.
5. **POLISH FURNITURE** – Polish all exposed exterior furniture surfaces that are designated by manufacturer/CUSTOMER as requiring polishing.
6. **WALLS, DISPLAYS AND FIXTURES** – Spot clean to remove all visible and removable cob webs, smudges, fingerprints, marks and streaks from washable surfaces including light switches, doors, doorframes, railings, walls, fans including blades, partitions, and light fixtures.
7. **MICROWAVES AND VENDING EQUIPMENT**– Thoroughly dust and/or damp wipe clean exteriors, keeping free from accumulated dust. Damp wipe and sanitize microwave oven interiors.





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Monthly Services

1. PARTITION GLASS WINDOWS – Thoroughly clean any/all interior partition glass so as to keep clean and free from streaks, accumulated dust, dirt and grime.
2. WINDOW BLINDS – Dust and/or damp wipe clean window mini-blinds so as to leave clean and free from removable dust, dirt and grime.
3. HIGH DUSTING – Perform high dusting (over 6 feet and up to 12 feet above floor), such as exposed beams, ceiling fans, light fixtures, tops of door frames, window ledges, cabinet tops, book shelves, air duct vents and surrounding area, etc. Thoroughly clean and dust all cold air returns and vents.
4. WALLS AND FIXTURES – Thoroughly clean soiled areas to remove any/all removable cob webs, smudges, fingerprints, marks and streaks from washable surfaces including light switches, doors, doorframes, railings, walls, partitions, and light fixtures (up to 12 feet above floor.)
5. WINDOWS, MIRRORS AND GLASS – Thoroughly clean entryway interior and exterior glass of the entry doors and their adjacent frames and sills. Thoroughly clean any interior partition glass, so as to leave clean free from streaks, smudges and/or fingerprints.

Sub Contractor Services

1. upRight does not use or anticipate using or needing subcontractors to service and comply with the subject RFP.



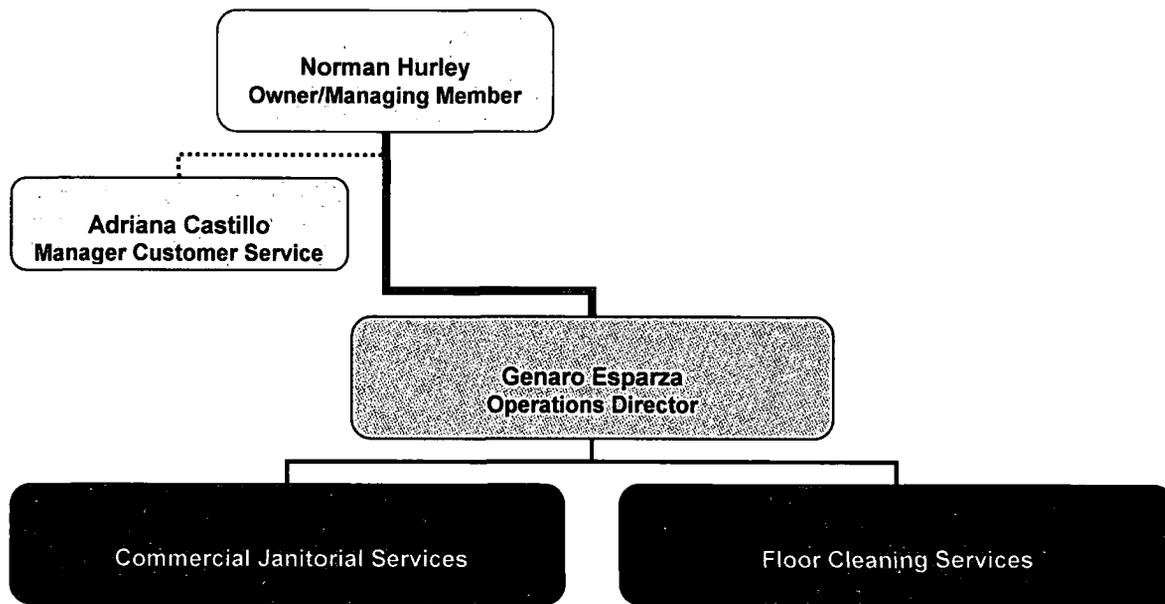


3332 West Thomas Road
Phoenix, AZ 85017
Office: 602.415.1121
FAX: 602.415.1161

Firm's & Staff's Experience and Qualifications

Upright Commercial Cleaning has been serving the Valley of the Sun for over 24 years now, building a reputation of outstanding value and dependability. The company is located at 3332 W. Thomas Rd., Phoenix, AZ 85017, and is wholly owned locally by Norman Hurley, who serves as Managing Member.

Upright Commercial Cleaning currently services over 6.5 million square feet of property daily, enjoying a controlled pace of growth. Our organization has three (3) divisions: Janitorial Services, Carpet & Tile Cleaning (Flooring) and Paper & Supply Distribution, and is a federally certified (ORCA) Small Business Enterprise (SBE). (Please see chart below.)



Our management team has over 120 collective years of service management experience; employing, training and motivating over 170 dedicated and capable people to deliver excellence in Janitorial Service and Products, which is why the AZBusiness Journal continues to name Upright as a "Top 12" Janitorial Firm.

To ensure customer and employee piece of mind, Upright is fully licensed, *fidelity bonded* and carries \$2M in General Liability, plus a \$1M umbrella (\$3M total GL), \$1M in Automotive and \$1M in Workers Compensation Insurance (we do not use sub contractors.) Customers may be co-named as insured upon request.

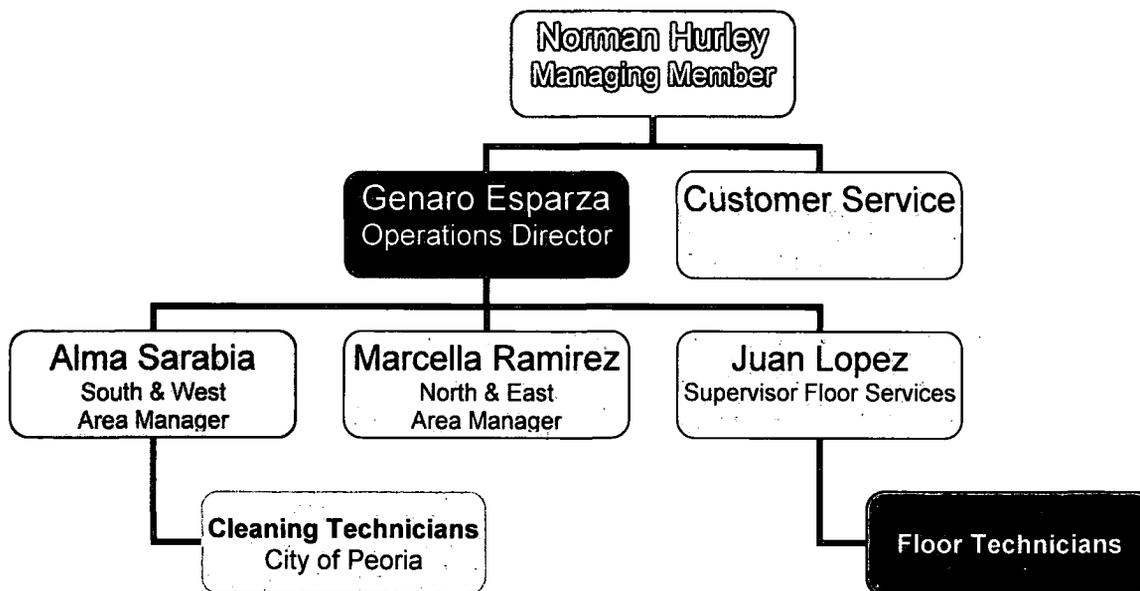




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Firm's & Staff's Experience and Qualifications

Upright Commercial Cleaning would support this contract using our Director of Operations who has two Area Managers in the Metro Phoenix market who support our accounts and Cleaning Technicians and Day Porters in their geographically defined Service Areas. The City of Peoria will also be supported through our South & West Service Area manager, Alma Sabaria, who not only has over 16 years of managerial level experience in the commercial cleaning industry, but also is a fully trained and skilled floor technician for carpets and most hard surface floors. All will be managed and augmented through our Customer Service department who supports an almost "real time" review of reported issues, relaying any/all facility and/or service issues which are reported at the end of each operating shift to any designate of The City of Peoria while simultaneously setting up an event and/or calendar item in our systems to ensure proper level of management attention (assignment) and immediate and thorough follow up (fully visible and alarmed tasks.)



upRight has extensive experience (over 13 years) hiring and complying with the most stringent vetting processes including the require drub screening and submission for City of Peoria Police background clearance. We recently successfully recruited and staffed the US Census Phoenix PDPC which was a 24 hour a day seven day a week Title 13 clearance facility for over two years. We were named as an "Outstanding Vendor" at the programs conclusion. We currently support the same process for the City of Scottsdale (Police, Airport and Water Campus), the City of Phoenix (Police and Water Service) and enjoyed doing the same for the City of Surprise for the past 6 years (lost statutory IFB re-bid in July.) We cross submit employees for these customer entities so as to have them pre cleared at multiple customers, which then establishes a "pool" to utilize cleared employees from other customers who have available hours which expands our coverage capabilities. We combine this with continual recruiting, vetting and training so as to always have a pool of qualified employee candidates to quickly run through the vetting process as positions become available.





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How do we manage and improve our productivity?

CCAP enables our operations to quickly evaluate new cleaning processes that can dramatically improve productivity rates.*

Upright uses CCAP to analyze and implement:

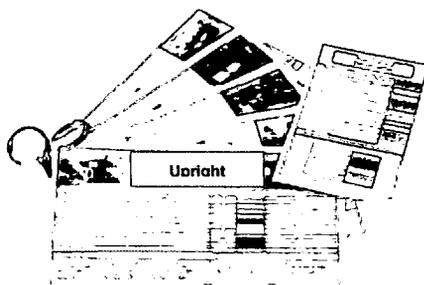


- Autoscrubbing procedures
- Backpack vacuuming processes
- Touch-free restroom cleaning processes
- Microfiber cleaning systems and more

- *Productivity Improvements of 20% or more are not uncommon*

How do we train and retain our employees?

Upright utilizes Spartan's CIMS Approved standardized training and certification programs.



- Step-by-step instruction with full-color pictures guide staff members through establishing safe, effective and efficient completion of their assigned tasks and promote use of prescribed work methods.

- In concert with the CIMS Training Library; this continually increases cleaning knowledge and builds job skills ...
- ... and the CIMS Cleaning Resource Guide's standardized reference material reinforces training; which can be easily customized to fit any facility's requirements.





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Key Personnel Contact List

For most requests and contacts, the upRight contact is best. All management and customer service see any upright@urclean.com customer service inbox email instantaneously and our systems turn these into assigned work events with due dates and alarms and/or schedule on our operations calendar to augment timely and complete follow up.

Contacts Directly Responsible for Subject RFP

Name	Position	Phone	Email
upRight	Customer Service	Office 602.415.1121 Fax 602.415.1161	upright@urclean.com
Norman Hurley	Owner/Member	Cell 480.206.3103 Home 480.860.9476	nhurley@urclean.com
Genaro Esparza	Operations Director	Cell 602.741.9024	gesparza@urclean.com
Alma Sabaria	Area Manager	Cell 602.717.1485	serviceare2@urclean.com
Customer Service	Lead	Office 602.415.1121 Fax 602.415.1161	admin@urclean.com



Best and Final Offer

From: [Norman Hurley](#)
To: [Christine Finney](#)
Cc: nhurley@urclean.com
Subject: RE: BAFO
Date: Wednesday, December 12, 2012 4:55:21 PM
Attachments: [image001.jpg](#)
[P13-0027 Pricing v2.pdf](#)

Dear Christine,

Please accept this email as our response to the request for our Best And Final Offer (BOFA).

Upright has read and believes that we fully understand all aspects of the subject RFP and that our formulas and calculations have adequately accounted for the same based upon the RFP's stated facility data and our visual inspection during the walk through..

In looking at our original submittal, I did find that there were three significant formula errors which I believe have been corrected and are reflected in this BOFA. They surrounded not accounting for the proper square footage for the periodic floor series and required supplies, having a "rogue" formula for one location (added hours that do not appear to be required, and a more conservative estimation for the consumable supplies. I apologize that the pricing has changed but most certainly appreciate the opportunity to get these corrected.

Please find our submittal attached as an Adobe PDF for your review and consideration. (Sorry for the "page 3" ... PDF to Word to PDF conversion just would not allow me to kill it no matter how many ways and times I tried.)

As always, please do not hesitate to contact me with any question, comment or concern.

Kind regards,

Norm Hurley

Owner/Managing Member



Phone: 602.415.1121
FAX : 602.415.1161
Cell: 480.206.3103
www.urclean.com

The information contained in this electronic mail message, including attachments, if any, is Hurley Service Management, LLC, dba: upRight Commercial Cleaning proprietary and confidential information. It is intended only for the use of the person(s) named above. If you the reader of this message are not the intended recipient,