ORIGINAL

CONTRACT AMENDMENT

Solicitation No. Q11-23 Page 1 of 1

Description: Carpet & Upholstery Cleaning

Amendment No. Five (5) Date: 08/09/16

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

Buyer: Terry Andersen

In accordance with the contract's terms and conditions and the most recent contract extension, the above referenced contract shall expire on 8/30/2016. The contract is hereby extended on a month to month basis, not to exceed six months, or until such time as a new contract can be awarded. Therefore, the contract shall expire on 2/28/17 unless expired, canceled or otherwise extended. Upon the award of a new contract, this contract shall immediately expire.

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

Signature	Date	Typed Name and Title	Company Name
	8/18/16	Edward Antos, Sr. VP	Jani-King of Phoenix

Address	City	State	Zip Code
7250 N. 16th Street, Ste. 302	Phoenix	AZ	85020

Attested By:

for Rhonda Geriminsky, City Clerk

Director: Stuart Kent, Public Works-Utilities

8-16-16

Department Rep: Robert Patterson, Facilities Maintenance Supervisor

Kyle Kobashigawa, Facilities Manager

CC Number

ACON45111E
Contract Number

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

The above referenced Contract Amendment is hereby Executed

Sept. 1, 2016, at Peoria, Arizona

Dan Zenko, Materials Manager

City Seal

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(Rev 07/05/11)

Official File

ACON45111E

CERTIFICATE OF LIABILITY INSURANCE

8/1/2017

DATE (MM/DD/YYYY): 7/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700
CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : St. Paul Fire and Marine Insurance Company	24767
INSURER C : LM Insurance Corporation	33600
INSURER D : Great American Insurance Company	16691
INSURER E :	
INSURER F :	

INSURED 1303704
Nuro, Inc.
Dba Jani-King Southwest, Related Services, Inc.
Dba Jani-King of Phoenix
And all Authorized Franchisees
7250 N. 16th Street, Suite 302
Phoenix AZ 85020

COVERAGES NURIN02 **CERTIFICATE NUMBER:** 13840462 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	TB2691446952-026	8/1/2016	8/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	AS2691446952-016	8/1/2016	8/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	ZUP-15S4766A-16-NF	8/1/2016	8/1/2017	EACH OCCURRENCE AGGREGATE $	$ 20,000,000 $ 20,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC5-691-446952-036	8/1/2016	8/1/2017	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D	EMPLOYEE THEFT EMPLOYEE THEFT	N	N	TB2691446952-026 SAA09939820200	8/1/2016 8/1/2016	8/1/2017 8/1/2017	$300,000 LIMIT PER OCC. $500,000 LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

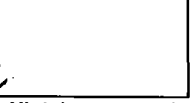
13840462

CITY OF PEORIA
8401 W. MONROE STREET
PEORIA AZ 85345

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CONTRACT AMENDMENT

Solicitation No. Q11-23 Page 1 of 1

Description: Carpet & Upholstery Cleaning

Amendment No. Four (4) Date: 7/9/15

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

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 8/30/15. LAST YEAR OF CONTRACT

The New Contract Term: 8/31/15 to 8/30/16

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

Signature	Date	Typed Name and Title	Company Name
	7/23/15	Edward Antos, Sr. VP	Jani-King of Phoenix

Address	City	State	Zip Code
7250 N. 16th St., Ste. 302	Phoenix	AZ	85020

Attested By:

Rhonda Geriminsky, City Clerk

07-16-2015

Director: Bill Mattingly, Public Works Director

7/14/15

Department Rep: Robert Patterson, Facilities Maintenance Supervisor

7/14/15

Walt Begley, Facilities Manager

CC Number

ACON45111D
Contract Number

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

The above referenced Contract Amendment is hereby Executed

August 3, 2015, at Peoria, Arizona

Dan Zenko

Dan Zenko, Materials Manager

City Seal

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Official File

ACON45111D

CONTRACT AMENDMENT

Solicitation No. Q11-23 Page 1 of 1

Description: Carpet & Upholstery Cleaning

Amendment No. Three (3) Date: 7/15/14

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

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 8/30/14.

The New Contract Term: 8/31/14 to 8/30/15

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

Signature	Date	Typed Name and Title	Company Name
	7-18-14	Edward Antos, Sr. VP	Jani-King of Phoenix

Address	City	State	Zip Code
7250 N. 16th St., Ste. 302	Phoenix	AZ	85020

Attested By:

Rhonda Geriminsky, City Clerk

07-16-2014

Director: Bill Mattingly, Public Works Director

7/15/14

Department Rep: Robert Patterson, Facilities Maintenance Supervisor

Walt Begley, Facilities Manager

CC Number

ACON45111C
Contract Number

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

The above referenced Contract Amendment is hereby Executed

August 18, 2014, at Peoria, Arizona

Dan Zenko, Materials Manager

City Seal

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Official File

ACON45111C

CONTRACT AMENDMENT

Solicitation No. Q11-23 Page 1 of 1

Description: Carpet & Upholstery Cleaning

Amendment No. Two (2) Date: 8/5/13

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

Buyer: Terry Andersen

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 8/30/13.

The New Contract Term: 8/31/13 to 8/30/14

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

Signature	Date	Typed Name and Title	Company Name
	8-14-13	Edward Antos, Sr. VP	Jani-King of Phoenix

Address	City	State	Zip Code
7250 N. 16th St., Ste. 302	Phoenix	AZ	85020

Attested By:

for Rhonda Geriminsky, City Clerk

08-07-2013

Director: Bill Mattingly, Public Works Director

8-5-13

Department Rep: Robert Patterson, Facilities Maintenance Supervisor

for WB 8513

Walt Begley, Facilities Manager

CC Number

ACON45111B

Contract Number

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

The above referenced Contract Amendment is hereby Executed

August 29, 2013, at Peoria, Arizona

Dan Zenko, Materials Manager

City Seal

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(Rev 07/05/11)

Official File

A CON 45111B

CONTRACT AMENDMENT

Solicitation No. Q11-23 Page 1 of 1

Description: Carpet & Upholstery Cleaning

Amendment No. One (1) Date: 7/23/12

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

Buyer: Terry Andersen

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 8/30/12.

Contract Term: 8/31/12 to 8/30/13

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

Signature	Date	Typed Name and Title	Company Name
Edward Antos	7-31-12	Edward Antos, Sr. VP	Jani-King of Phoenix

Address	City	State	Zip Code
7250 N. 16th St., Ste. 302	Phoenix	AZ	85020

Attested By:
for City Clerk

07-26-2012
Director: Bill Mattingly, Public Works Director

7-26-12
Department Rep: Robert Patterson, Facilities Maintenance Supervisor

CC Number

ACON45111A
Contract Number

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

The above referenced Contract Amendment is hereby Executed

Aug. 13, 2012, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

City Seal

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Official File

A CON 45111A

ORIGINAL

City of Peoria, Arizona
Request for Quotation

Request for Quotation No: **Q11-23**

Bid Due Date: **June 22, 2011**

Materials and/or Services: **Carpet & Upholstery Cleaning**

Time: 5:00 P.M. AZ Time

Contact: **Terry Andersen**

Location: City of Peoria, Materials Management

Phone: (623) 773-7115

Mailing Address: 9875 N. 85th Ave., 2nd Floor, Peoria, AZ 85345

This is NOT a Purchase Order

The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and RFQ number on the outside of the return envelope.

Delivery Location: City of Peoria	Buyer: Terry Andersen

Vendor Quotation

Delivery shall be made 7 **Calendar days after receipt of order.** **Payment Terms:** N-30

Company Name	Address	City	State	Zip Code	Telephone
Jani-king of Phoenix	7250 N 16th St #302	Phoenix	Az.	85020	602-433-0550

Edward J. Antos — Signature
EDWARD J. ANTOS — Typed Name
Sr. Vice-President — Title
6-17-2011 — Date

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

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed ***Purchase Order.***

Attested by:
Wanda Nelson
Wanda Nelson, City Clerk

City Seal

CC

ACON 45111
Contract Number

Official File

City of Peoria, Arizona. Eff. Date: 8-31-11

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

Awarded on August 30, 2011

Dan Zenko
Dan Zenko, Materials Management Supervisor

A CON 45111

Teresa Andersen

From: Ed Antos [eantos@janikingaz.com]
Sent: Monday, August 22, 2011 5:17 PM
To: Teresa Andersen
Subject: RE: amended pricing clarification

Good Morning Terry,
I am sorry the e-mail that you sent on August 18th was viewed and misinterpreted. I thought that I had already responded on August 17, 2011. However, I now see that I failed to mention the evening and the weekend rate also changed to .10 per sf.
Please accept this letter as confirmation and clarification of some changes to the pricing for the carpet cleaning solicitation Q11-23.
Our weekday, evening and weekend rates changed from: .13 per sf. to .10 per sf.
Our Holiday rate changed from .14 per sf. to .13 per sf. The following 5 days would be considered as Holidays: Christmas, New Years, Easter, July 4th, and Thanksgiving.
The new minimum and or minimum cost per call out will be: 1000 square feet and/or $100.00
The new upholstered chair price for all size chairs would be $5.00 per chair.
The green chemicals that will be used are: Green balance carpet pre-spray and Green balance carpet extraction rinse made by Bridgepoint
and for stain protector Maxing.
Thank You for your patience...

Ed Antos
Senior Vice President
Jani-King Southwest
(602) 433-0550 Office
(602) 541-2471 Cell
(602) 943-2737 Fax
www.JANIKING.com

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From: Teresa Andersen [mailto:Teresa.Andersen@peoriaaz.gov]
Sent: Thursday, August 18, 2011 7:47 AM
To: 'Ed Antos'
Cc: janikingarguello@msn.com
Subject: RE: Thank you for the meeting Jani-king

Hello Ed,

I thought we had agreed to change from .13 to .10 per sf. on weekday, evening and weekend rates? Please clarify. If you need to discuss, please feel free to call me.

Thank you,

Terry Andersen, CPPB
Buyer I
City of Peoria - Materials Management
9875 N. 85th Avenue, 2nd Floor

Phone: 623-773-7981
Fax: 623-773-7118
Email: teresa.andersen@peoriaaz.gov
Office hours are Monday-Thursday 7:00a.m. - 6:00p.m.

From: Ed Antos [mailto:eantos@janikingaz.com]
Sent: Wednesday, August 17, 2011 7:59 PM
To: Teresa Andersen
Cc: janikingarguello@msn.com
Subject: Thank you for the meeting Jani-king

Good Morning Terry,
I would like to Thank You and Robert for meeting with Sal and I this morning. Please accept this letter as confirmation of some changes to the pricing for the carpet cleaning solicitation Q11-23.
Our weekday Rate changed from: .13 per sf. To .10 per sf.
Our Holiday rate changed from .14 per sf. To .13 per sf. The following 5 days would be considered as Holidays: Christmas, New Years, Easter, July 4th, and Thanksgiving.
The new minimum and or minimum cost per call out will be: 1000 square feet and/or $100.00
The new upholstered chair price for all size chairs would be $5.00 per chair.
I know Robert wants a list of Green chemicals that will be used in your buildings. I will provide that list when I receive it from Sal Arguello.
Thanks Again, I look forward to providing quality carpet care through Sal Arguello and Jani-King.
Sincerely,

Edward J Antos CBSE
Senior Vice President
Jani-King Southwest
(602) 433-0550 Office
(602) 541-2471 Cell
(602) 943-2737 Fax
www.JANIKING.com

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Official Cleaning Company of the PGA TOUR

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SOLICITATION AMENDMENT

Solicitation No: Q11-23
Description: Carpet & Upholstery
Amendment No: One (1)
Solicitation Due Date: June 22, 2011
Solicitation Due Time: 5:00 PM

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

Buyer: Terry Andersen

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 Carpet & Upholstery Cleaning Solicitation Q11-023 is hereby amended as follows:

1. Specifications, Page 18, Section VIII. Flood Clean-up (Emergency Clean-up) E., DELETE and REPLACE with the following:

   E. Contractor shall provide fans and dryers to promote through drying of the effected areas. The use of fans and blowers shall be included in the price provided for Flood Clean-up (Emergency Clean-up).

2. See attached list of estimated building square footage and locations.

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

Vendor hereby acknowledges receipt and agreement with the amendment.

Edward J. Antas 6-17-2011
Signature Date

EDWARD J. ANTAS Senior Vice-President
Typed Name and Title

JANI-KING of Phoenix
Company Name

7250 N. 16th St. #302
Address

Phoenix AZ 85020
City State Zip

The above referenced Solicitation Amendment is hereby Executed

June 15, 2011

at Peoria, Arizona

Terry Andersen

Copyright 2003 City of Peoria, Arizona

City Carpet		2012
LOCATION	ADDRESS	Square Ft.
BEARDSLEY ADMIN	19980 N. 111TH Ave.	8,000
BUTLER	8660 N. 79th Avenue	2,000
CITY HALL 1ST	8401 W. Monroe St.	14,523
CITY HALL 2ND	"	17,436
CITY HALL 3RD	"	9,602
CITY HALL PINE ROOM	"	1,600
COMM. CENTER	8335 W. Jefferson	3,586
COMM. CENTER ANNEX	"	0
COUNCIL CHAMBER	8401 W. Monroe St.	5,816
COURT	8401 W. Monroe St.	26,855
DCSB 1ST	9875 N. 85th Ave.	29,238
DCSB 2ND	"	23,635
FLEET	8850 N. 79th Ave.	1,900
GREENWAY WTP	7300 W. Greenway Rd.	3,933
IT BUILDING	8401 W. Monroe St.	15,000
JOMAX WTP	12483 W. Jomax Rd.	785
LIB. MTG. RMS.	8401 W. Monroe St.	2,050
LIBRARY 1ST	"	21,678
LIBRARY 2ND	"	11,673
MOC ADMIN	8850 N. 79th Ave.	18,337
SUNRISE MOUNTAIN BRANCH LIBRARY	21109 N. 98th Ave.	19,000
PINN.. PEAK SUBSTATION	22244 N. Lake Pleasant Rd.	7,200
PSAB - CH11	8351 W. Cinnabar Ave.	2,700
PSAB - FIRE	"	8,000
PSAB - PD - 1ST FLOOR	"	10,400
PD BREAK ROOM - 1ST FLOOR	"	900
PSAB -PD - 2ND FLOOR	"	27,700
PSAB - MTG. ROOMS 1ST FLOOR	"	2,200
PSAB - MTG. ROOMS 2ND FL	"	5,800
STATION 91	8065 W. Peoria Ave	2,500
STATION 93	8330 W. Emile Zola	1,250
STATION 94	9800 W. Olive Ave.	750
WAREHOUSE OFFICES	8850 N. 79th Ave.	2,900
WOMEN'S CLUB	8335 W. Jefferson	300
SUBTOTAL		301,547

REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

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

1. **Submission:** Quotations shall be signed and received by the due date and time, as designated on the Quotation.

2. **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award.

3. **Standard Provisions:** The City of Peoria's Instructions for Quotation and Terms and Conditions (Form COP203ITQ) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.

4. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.

5. **Bid Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.

6. **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.

7. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.

8. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.

9. **New:** All items shall be new, unless otherwise stated in the specifications.

10. **Payment:** The City of Peoria will make every effort to process 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 bid that requires payment in less than thirty (30) days shall not be considered.

11. **Payment** Discounts: Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date 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 bid price in determining the low bid. However, the City of Peoria shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

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 is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.

8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. 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

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:

    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.

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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.

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.

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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.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **Q11-23**

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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 **Carpet & Upholstery Cleaning.**

2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. 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:** Fixed Price

7. **Term of Contract:** The term of any resultant contract shall commence on 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. **Affirmative Action:** 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.

10. **Pre-Proposal Conference:** Prospective bidders are invited to attend a conference to be held at the City of Peoria Municipal Offices:

    ADDRESS: **Development and Community Services Building**
    9875 N. 85th Avenue
    Peoria, Arizona 85345
    Point of View Conference Room (Main Lobby)

    DATE: **June 15, 2011**

    TIME: **8:30 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.

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11. **Submittal Requirements:** See **Pages 19-20** for Proposal Format, Content and Submittal Requirements for this Solicitation

12. **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.

13. **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. Experience and Qualifications;
    b. Project Understanding and Project Approach;
    c. Cost Considerations;
    d. Conformance to Request for Proposal.

    The City reserves the right to consider historic information and facts, whether gained from the Vendor'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 Vendors, while conducting the proposal evaluations.

14. **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.

15. **Interview Guidelines:** During the interview, which will 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 the 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.

16. **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.

17. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive; however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.

18. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.

19. **Warranty:** Each offer shall include a complete and exclusive statement of the product warranty.

20. **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.

21. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

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22. **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 and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

23. **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 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

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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.

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

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

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

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

25. **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.

26. **Independent Contractor:**

    a. General

        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

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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.

27. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an 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.

28. **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.

29. **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.

    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.

30. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

31. **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.

32. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

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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.

    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. **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.

35. **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.

36. **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.

37. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.

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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;

    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-compliance 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.

39. **Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

    a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or

    b. If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice.

40. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

    a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or

    b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

    In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.

41. **Damage:** Contractor shall pay for any damages caused by the cleaning process such as bubbles, discoloring, tears, and splits that are a result of the Contractor's negligence or inappropriate cleaning practices. The item damaged shall be repaired to the City's satisfaction, by a vendor of the City's choice, at the Contractor's expense. The Contractor shall be responsible for any damage done to any City property, including but not limited to, nicks, scratches and water damage as a result of cleaning. Contractor shall also be responsible for damage done to power, computer or phone cords as a result of cleaning.

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In the event of damage, the City may utilize a vendor of their choice to make the repairs and collect the fees directly from the Contractor.

42. **Background Check**

All employees of the Contractor shall be legally eligible to work and be agreeable to additional security screening if required. See Specifications, V. General Service Requirements, F.

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I. Purpose

The City of Peoria is soliciting bids from qualified contractors to provide cleaning of carpet and upholstered furniture and upholstered panels (cubical dividers.).

II. Facility Description and Needs

A. The estimated quantity for carpet cleaning for the term of this contract is between 75,000 and 300,000 square feet; and for chairs/benches it is approximately 1,200. These requirements may vary depending upon the needs of the City.

B. An average of 8,000 to 20,000 square feet of carpet shall be cleaned in an eight (8) to ten (10) hour period.

C. The City has approximately 1,500 to 2,000 upholstered items.

III. Minimum Requirements

A. The Contractor shall show a demonstrated ability to provide the services requested, at least five (5) years of experience in cleaning more then one large commercial account at a time averaging 8,000 – 20,000 square feet per cleaning and the ability to clean at least 400 upholstered items within eight to ten hours.

B. The Contractor shall utilize a quality control process to ensure that the cleaning performed through this contract is sufficient in maintaining a clean and healthful environment and is performed in a safe manner through the use of not-toxic, non-allergenic, environmentally friendly cleaning products. The City's preference is to use green certified products.

C. Contractor shall use only the safest chemicals with the least harmful ingredients and all chemicals shall be biodegradable. MSDS sheets shall be provided for all chemicals used.
Chemicals shall be approved for use by the City prior to bringing them on City property.

D. Carpet cleaning equipment shall be a truck mounted RX-20 Rotary Jet Extraction System with the capabilities of Hot/Steam Water extraction system, hand wand and a water softener system or equivalent. The system shall be able to handle up to 300 to 600 square feet of hose. Upholstered furniture shall be cleaned using a truck mount system or a portable heated system.

IV. City Responsibilities

A. The City will provide water, air conditioning, heat, and electrical in the areas being cleaned.

V. General Service Requirements

A. Services shall be scheduled as needed by the City with some occasions requiring immediate response. In general, cleaning shall be scheduled for evenings (after 5:00 p.m., Monday – Thursday), weekends and some holidays. The City will be responsible for scheduling of work. Work may be scheduled during the day depending on the area and as approved by the City. The City's normal business hours of operation

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are Monday – Thursday, 7:00 a.m. to 6:00 p.m. Friday is considered a weekend day for the purpose of this contract.

B. The Contractor shall respond to City phone calls and requests for information within 24 hours. Requests for non-urgent cleaning shall be performed within 7 days of the request. Requests for urgent cleaning shall be performed within 24 hours.

C. All buildings are typically cleaned at least once a year and in some cases, two to three times a year. All areas are typically scheduled for cleaning once a year; the high traffic areas are cleaned two to five times a year. Flood clean-up may be requested by the City as needed.

D. Contractor shall assign a lead person or supervisor who will be available and on site throughout the duration of each job. The Contractor's lead person shall supervise Contractor's employees and shall be available to speak with the City's representative during the course of the job. Contractor shall provide the City with a phone number(s) and/or pager number where the lead person may be reached.

E. Contractor's employees must wear a uniform and have proper ID while working in City buildings. The City will have the right to cancel a job if employees are inappropriately dressed.

F. Employee Security Clearance – All Contractor employees who provide on-site services under this contract shall pass the City of Peoria Police Department Limited Security Clearance Process. The Contractor will be required to complete a form upon award of contract.

VI. Carpet Cleaning Service

A. Requirements

1. Contractor shall be responsible for moving small items in the designated cleaning area (i.e. boxes, chairs, mats, trashcans, small tables, etc.).

2. Carpet shall be vacuumed, as needed prior to the cleaning of the carpet.

3. Spots shall be removed prior to the cleaning of the carpet. Baseboards shall be wiped off after carpet cleaning due to splashes or over spray during cleaning.

4. Carpet shall be pre-treated prior to the cleaning.

5. All carpet shall be treated with a soil repellant agent and raked.

6. The contractor shall ensure that over wetting does not occur.

7. Carpet shall be dry by 6:00 a.m. of the next business day.

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VII. Upholstery Cleaning Service

B. **Requirements**

1. Upholstered furniture may be scheduled to be cleaned during the same time as the carpet cleaning, or as needed and approved by the City.

2. Contractor shall wipe off any dirt, water or dust from all non-upholstery areas of the furniture (i.e., chair legs, back or arms on the chairs/benches).

3. All upholstered furniture shall be scheduled for cleaning by the City and shall be done on an as needed basis.

4. All upholstered furniture shall be treated with a soil repellant agent.

VIII. Flood Clean-up (Emergency Clean-up)

A. Clean-up shall include carpet and hard flooring.

B. Response time for a Contractor to be on-site to service for emergency service shall be no later than two (2) hours after notification of a requirement for service from City.

C. Contractor shall be responsible for moving items in the flooded area (i.e. boxes, chairs, mats, trashcans, small tables, etc.) and treating the area with mold agents.

D. Carpet shall have water extracted and non-carpeted areas shall have water vacuumed.

E. Contractor shall provide fans and dryers to promote through drying of the effected areas.

IX. Carpet Repair

When the City requests carpet repairs, the Contractor shall provide a brief description of how repairs shall be performed and any required material and labor and material cost estimates (i.e. bubble or small tears, seams, etc.).

X. Other Cleaning Service Requirements

As the need arises the City may add additional items, such as cubicle panels, that require cleaning similar to carpet and upholstered furniture cleaning. The City will negotiate with the Contractor on a case by case basis the service requirements and fair and reasonable pricing that is agreeable to the City and the Contractor.

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I. PROPOSAL FORMAT:

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as specified in the Request for Proposal. DO NOT BIND ORIGINAL.

II. PROPOSAL CONTENT: The following items shall be addressed in the proposal submission. Failure to provide the following information may result in proposal rejection.

A. Experience & Qualifications
- Firm's Experience & Qualifications:
  - Provide a brief history of the firm and its experience
  - Provide firm's applicable certifications and licenses
  - References – Provide a list of three (3) clients with projects similar in scope on Page 23.

- Staff's Experience & Qualifications
  - Provide information on those individuals assigned to work with the City of Peoria, including a description of their experience and qualifications.
  - Include individual staff certifications, licenses etc.
  - Number of staff

B. Project Understanding & Project Approach
- Describe the plan and method of approach to accomplish the requirements of the specifications.
- Include information related to the work equipment and products that will be used.
- Response time and method to respond to City's request for service.

C. Cost Considerations - Offeror shall complete the Price Sheet on Page 21-22, per specifications.

D. Conformance to Request for Proposal – Failure to provide all requested information may result in Vendor's proposal being rejected as non-responsive. Complete and return all City forms.

E. Exceptions – Any exceptions to the RFP must be clearly noted and identified on Page 24.

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.

A. Experience & Qualifications
B. Project Understanding & Project Approach
C. Cost Considerations
D. Conformance to Request for Proposal

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 Offeror's, while conducting the proposal evaluations.

IV. PRICE SHEET INSTRUCTIONS

Complete Price Sheet per specifications.

V. Proposal Submittal and Contact Information:

Proposals are due no later than 5:00 P.M. on June 22, 2011. Proposals shall be submitted in one (1) original and (3) copies and shall be delivered to:

City of Peoria
Materials Management
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 proposal should be directed to Terry Andersen, Buyer I at 623-773-7981 or E-mail: Teresa.Andersen@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	Materials Management Procurement 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **Q11-23**	

I. **Service Rates**

1. Carpet Cleaning:

   Weekday Rate: $ .13 per sq. ft.
   Monday thru Thursday
   Hours: 7:00 a.m. – 5:00 p.m.

   Evening Rate: $ .13 per sq. ft.
   Hours: 6:00 p.m. – 11:00 p.m.

   Weekend Rate: $ .13 per sq. ft.
   Friday thru Sunday
   Hours: 6:00 a.m. – 11:00 p.m.

   Holiday Rate: $ .14 per sq. ft.

   Flood Clean-up (Emergency Clean-up): $ 50.00 per hour

   If applicable, list minimum square footage and/or minimum cost per call out:

   3846 square feet and/or $ 500. per call out

2. Upholstered Furniture

   a. Chairs, all sizes, per chair: $ 8.00

   b. Upholstered items (e.g. Court Benches, Cubical Panels, Couches) $ 5.00 per sq. ft.

3. Miscellaneous

   Carpet Repair: Cost per Hour $ 25.00

	PRICE SHEET	Materials Management Procurement 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **Q11-23**	

II. Price Evaluation Sheet

1. Carpet Cleaning (The square feet rate bid shall be the same as the rates in Section I, above)

Rate Categories	Assumed Cleaning Needs		Sq. Ft. Rate Bid	Cleaning Costs
Weekday Rate:	10,000	X	$ .13 per sq. ft. =	$ 1300.
Evening Rate	20,000	X	$ .13 per sq. ft. =	$ 2600.
Weekend Rate:	20,000	X	$ .13 per sq. ft. =	$ 2600.
Holiday Rate	10,000	X	$ .14 per sq. ft. =	$ 1400.

Total Carpet Cost: $ 7900.

2. Upholstered Furniture (The Rate Bid shall be the same as the rates in Section I, above)

Furniture Items	Assumed Cleaning Needs		Rate Bid	Cleaning Costs
Chairs	1,000	X	$ 8.00 per Chair	$ 8000.

Total Furniture Cost: $ 8000.

3. Evaluation Price

Total Carpet Cost $ 7900. + Total Furniture Cost $ 8000. = $ 15,900

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:

1. Company: CITY of PEORIA – 11 locations
   Contact: ROBERT PATTERSON
   Address: 8401 W. MONROE
   PEORIA, AZ 85345
   Phone: 623-773-7154
   Email: robert.patterson@peoriaaz.gov
   Type of Work: janitorial services, floor care

2. Company: POLYMICRO TECHNOLOGIES
   Contact: ROBERT BLACKWELL
   Address: 18019 N. 25th AVE
   PHOENIX AZ 85023
   Phone: 602-625-1029
   Email: rblackwell@molex.com
   Type of Work: janitorial services, floorcare, carpet care

3. Company: EVEREST COLLEGE
   Contact: JO ALLEN SCHNURR
   Address: 10400 N. 25th AVE
   PHOENIX, AZ 85021
   Phone: 602-942-4141
   Email: N/A
   Type of Work: janitorial services, floorcare, carpet care

QUESTIONNAIRE

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Bidders are to indicate below any exceptions they have taken to the Terms, Conditions or Specifications:

NO EXCEPTIONS

QUESTIONNAIRE

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☑ **Attach a copy of your Business License to your bid submittal.**

Finance Department
Tax Division

LICENSE NO: 88023998
Business Class(es): 14, 17, 29, 30

City of Phoenix
PRIVILEGE (Sales) TAX LICENSE

The business or firm listed is hereby licensed to conduct business at the following location upon the condition that tax returns are filed and taxes remitted to the City of Phoenix as required under the provisions of Chapter 14 of the City Code.

Business name/address
JANI-KING OF PHOENIX
7250 N 16TH ST #302
PHOENIX AZ 85020-5214

This license expires on December 31st:
2011

The privilege license shall be non transferable and shall be on display to the public in the licensee's place of business. The issuance of this license shall not be construed as permission to operate in violation of any other law or regulation.

BLK01T01V03

QUESTIONNAIRE

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

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

City of Peoria
Request for Quotation # Q11-23
Carpet & Upholstery Cleaning

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Request for Quotation- Offer & Acceptance
Solicitation Amendment

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- **Jani-King of Phoenix**
  - Questionnaire: References
  - Jani-King of Phoenix Accreditations
  - Questionnaire: Business Tax License
  - Questionnaire: Minority Business Status

- **Staff Experience**
  - Staff Biographies
  - Staff Accreditations
  - Training Program
  - Uniforms

Project Understanding and Approach

Cost Considerations

Exceptions

A. Experience and Qualifications

Jani-King of Phoenix:

Jani-King of Phoenix, a family owned and operated Arizona Corporation, is a Master Franchise of Jani-King International, which is headquartered in Dallas, Texas. We opened our doors in 1987 and have been providing exceptional service and solutions to thousands of clients statewide, for over twenty-four years. Jani-King of Phoenix is a Certified Firm registered with the Institute of Inspection, Cleaning, and Restoration Certification (IICRC), a member of the Building Service Contractors Association International (BSCAI) and the United States Green Building Council (USGBC). Jani-King of Phoenix is an accredited business in excellent standing with the Better Business Bureau, and has been voted the #1 Janitorial/Maintenance Service Provider by Ranking Arizona for the last 4 years in a row.

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

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

INSTITUTE of INSPECTION CLEANING and RESTORATION ® CERTIFICATION

Certified Firm

CERTIFIED FIRM

2011

be it known that:

JANI-KING OF PHOENIX

Is registered with the INSTITUTE OF INSPECTION, CLEANING, AND RESTORATION CERTIFICATION, and has pledged to implement an advanced training program and a course of study leading to the certification of all On-Location Operators actively engaged in providing services to the consumer in cleaning and restoration and has pledged its support in establishing and maintaining a professional attitude in the conduct of its daily business at all times and providing the consumer with the highest degree of professionalism possible.

Patrick Winters, IICRC President

Paul Pearce, Chairman of the Board

Company Number 68396

Valid Through 12-31-2011

Building Service Contractors Association International

Certifies

Jani-King of Phoenix

is a member in good standing.

U.S. Green Building Council

Jani-King International

MEMBER SINCE 2007

THE U.S. GREEN BUILDING COUNCIL IS THE NATION'S FOREMOST COALITION OF LEADERS WORKING TO TRANSFORM THE WAY BUILDINGS AND COMMUNITIES ARE DESIGNED, BUILT AND OPERATED, ENABLING AN ENVIRONMENTALLY AND SOCIALLY RESPONSIBLE, HEALTHY, AND PROSPEROUS ENVIRONMENT THAT IMPROVES THE QUALITY OF LIFE.

Chairman

S. Richard Fedrizzi, President, CEO and Founding Chairman

JANI-KING OF PHOENIX

Accredited Since 1987 | Valid Through August 2011

This company upholds the BBB Standards for Trust:

- Build Trust
- Advertise Honestly
- Tell the Truth
- Be Transparent
- Honor Promises
- Be Responsive
- Safeguard Privacy
- Embody Integrity

By affirmative vote of the BBB Board of Directors, this company has met the standards of BBB Accreditation.

BBB®

Member
Central/Northern
Arizona

BBB®

ACCREDITED
BUSINESS

L to R: Julie Robinson, President; Dave Kinney, VP/General Manager; Jeannnie Cadena, Assist. VP Administration; Karen Clemency, Treasurer
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1

last year
1

JANI-KING SOUTHWEST

7250 N. 16th St., #302, Phoenix, AZ 85020
602-433-0550 · www.janikingaz.com

Year Est: 1987 **AZ Staff:** 40+
Principal(s): Jo Nunn, Julie Robinson

Thank you making us your No. 1 choice for the fourth year in a row! From the finest resorts to critical areas of a hospital, Jani-King performs to the highest standards and consistently delivers the results clients expect. Jani-King Southwest, a family owned and operated Arizona corporation, has been providing the "King of Clean" difference to satisfied clients throughout Arizona for more than 23 years. With regional offices in Phoenix and Tucson, Jani-King provides a full line of cleaning services tailored to each client's needs, and is committed to cleaning for health without harming the environment in more than 1,400 client locations every night. Jani-King franchise owners provide our clients with the attention to detail that only a business owner can provide. Our clients receive the benefits of their commitment — a pride in performance attitude that is matched by our local Jani-King Regional Office staff. Jani-King is committed to excellence in customer service, communication and cutting-edge janitorial industry expertise, all backed by the world's largest commercial cleaning franchise company.

RANKING ARIZONA
The Best of Arizona Business

VOTED THE BEST OF ARIZONA

MAINTENANCE/JANITORIAL COMPANIES

BY RANKING ARIZONA THE LARGEST OPINION POLL IN ARIZONA

To vote go to: www.azbigmedia.com

A. Experience and Qualifications

Jani-King Staff:

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

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

Diana Mitchell, Customer Service Manager, facilitates daily communication between Franchisees, Operations Managers and client contact representatives as a part of our 24-hour response team. Mrs. Mitchell joined Jani-King of Phoenix in February 1999.

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

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

CBSE

Certified Building Service Executive

BSCAI

Building Service Contractors Association International

awards this certificate to

Edward J. Antos

for raising the professional standards of
building service management by attaining the designation of

Certified Building Service Executive

by successfully fulfilling the
designation's conditions of eligibility and passing
all examination requirements as approved by the
BSCAI Certification Board.

This Certificate is Issued for the
Period of 2010 through 2013

President

Chairman, Certification Board

Executive Vice President

INSTITUTE of INSPECTION CLEANING and RESTORATION ® CERTIFICATION

be it known that:

FRANK YULFO

Is a registrant in good standing with the INSTITUTE OF INSPECTION, CLEANING, AND RESTORATION CERTIFICATION, and has qualified by service and examination for Certification in the following areas:

CARPET CLEANING
FLOOR CARE

and has pledged to perform services in these areas with skill, honesty, and integrity in order to provide the consumer with the highest degree of professionalism possible.

67494	1/2012
REGISTER NUMBER	*EXPIRATION DATE*

INSTITUTE of INSPECTION CLEANING and RESTORATION ® CERTIFICATION

be it known that:

SALVADOR A. ARGUELLO

Is a registrant in good standing with the INSTITUTE OF INSPECTION, CLEANING, AND RESTORATION CERTIFICATION, and has qualified by service and examination for Certification in the following areas:

CARPET CLEANING
WATER DAMAGE RESTORATION

and has pledged to perform services in these areas with skill, honesty, and integrity in order to provide the consumer with the highest degree of professionalism possible.

62803
REGISTER NUMBER

Jani King
The King of Clean
COMMERCIAL CLEANING SERVICES

d/b/a Jani-King
7250 North 16th Street
Suite 302
Phoenix, AZ 85020
(602) 433-0550
(602) 943-2737 Fax

Salvador Arguello
Linda Arguello
Authorized Franchisees
Cell (602) 573-2545
Janikingarguello@msn.com
www.janikingaz.com

Jani king®

CERTIFICATE OF COMPLETION

This is to certify that

Sal Arguello

Has completed a Training Program in The Science of Hard Floor Care

August 15, 2000
Date

George Aresco

Darin Price

GA75 49'

©WOLCOTTS INC. 1988 PRINTED IN U.S.A.

Western Technologies Inc.

The Quality People

Since 1955

Certifies that

Salvador Arguello

has attended 16 hours of instruction and
successfully passed a proficiency examination as a

Microbial Abatement Technician

held July 9 & 10, 2002

3737 East Broadway Road • Phoenix, Arizona 85040
(602) 437-3737

M02-154
Certificate No.

C. Michael Moffitt, Ph.D.
Vice President
Director of Environmental Services

Western Technologies Inc.

The Quality People

Since 1955

Certificate of Completion

presented to

Salvador Arguello

for satisfactory completion of

Asbestos Two-Hour Awareness Training

OSHA 29 CFR 1910.1001 & 29 CFR 1926.1101; EPA 40 CFR 763.92(a)(1)

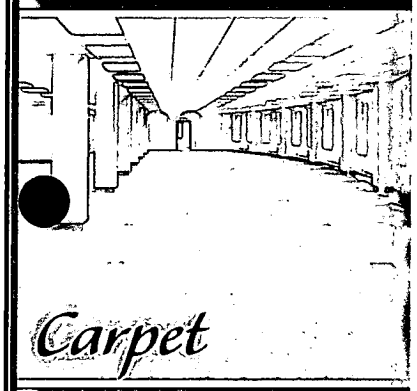
per Asbestos Hazard Emergency Response Act

Instructor

071002

Expires One Year
After Date of Issue

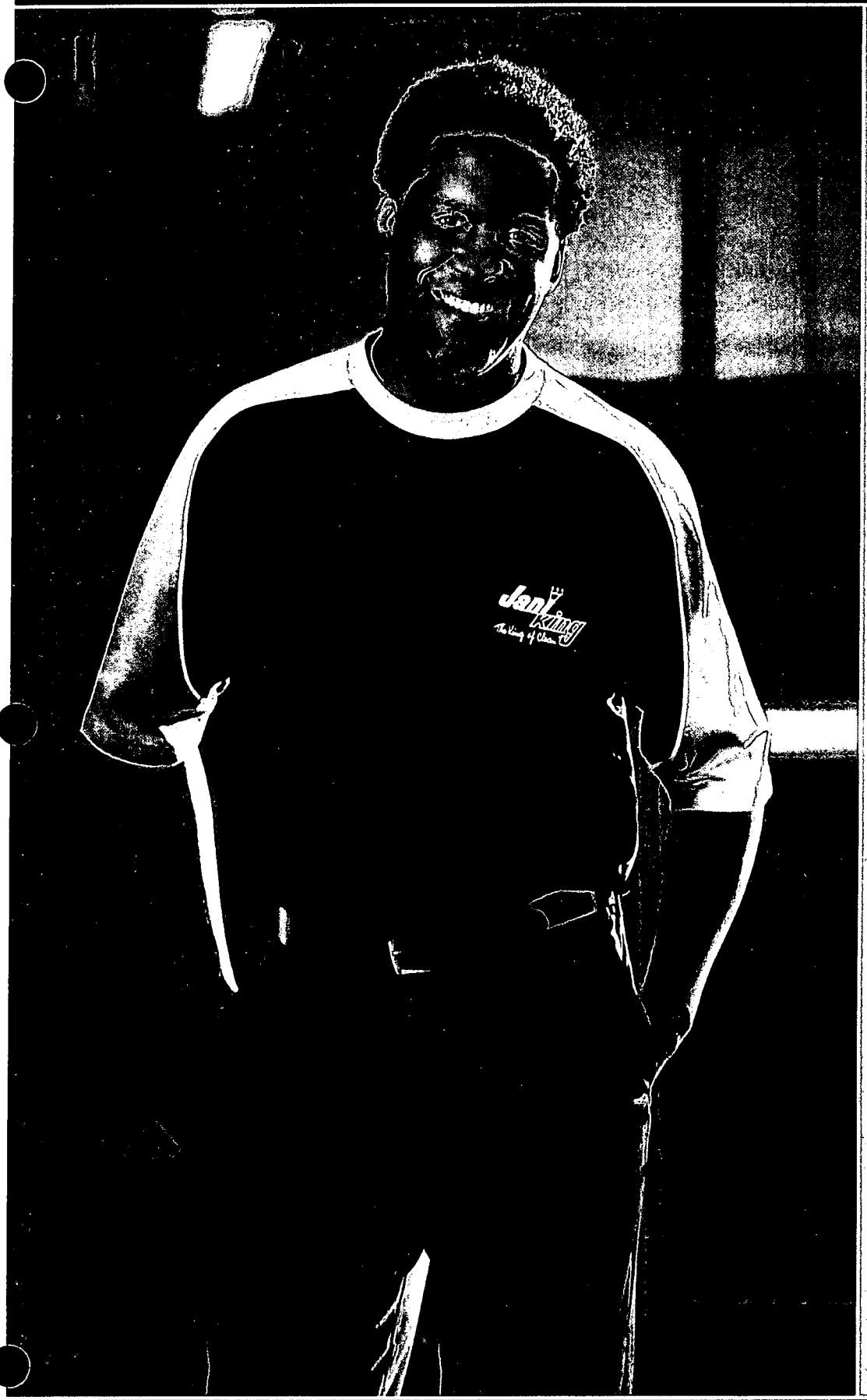
Director of Training
Western Technologies Inc.



JANI-KING FRANCHISE TRAINING PROGRAM

TRAINING DVDs

Jani-King
The King of Clean



Jani king
The King of Clean

COMFORT
FUNCTION
PERFORMANCE

HPI
DIRECT

Service Wear for Service Professionals
www.jkservicewear.com

B. Project Understanding & Project Approach

Plan and Method to accomplish the requirements of the specifications

Jani-King of Phoenix will utilize a licensed Jani-King franchise owner to provide the carpet and Upholstery cleaning for the City of Peoria. The Jani-King franchise concept provides not just employees, but rather owner/operators, who have invested their own money, and future financial security, in a Jani-King Franchise. This produces a business person that has the attitude, desire, and determination to maintain the high cleaning standards that you demand for your place of business.

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

Equipment and products

Our Franchisee will utilize state of the art Truck Mount equipment to provide the service. The RX-20 unit will be used to add efficiency to the service. 400 feet of hose is currently available, however additional hose can be added to the system when needed. The truck mounted system has its own water softener to add efficiency to the chemical use and provide a soft fiber to the touch when carpets and upholstery are dry. Portable heated unit's maybe used for some upholstered items. Green certified chemicals will be used primarily along with other non-toxic, non allergenic, environmentally friendly cleaning products.
All chemicals will be biodegradable. MSDS will be provided for all chemicals

Response time and method to respond to the City's request for service

Services shall be provided upon request from the City. In General services will be provided Monday –Thursday after 5:00pm, weekend and some holidays. Jani-King understands that sometimes work maybe scheduled during day-time hours depending on the area of service.

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

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

All Jani-King representatives will be in neat, clean approved Jani-King uniforms while performing services for the City. (Please see uniform catalog cover) All employees will have Jani-King Identification badges along with any other approved badge required by the City.

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

Prior to Jani-King providing requested carpet cleaning we will perform the following:

1. Move all necessary items in a designated area (i.e. boxes, chairs, mats, trash cans, small tables, etc.).
2. vacuum all carpeting
3. remove spot and pre-treat carpet prior to cleaning
4. Baseboards shall be wiped off after carpet cleaning to remove splashes or overspray during the cleaning process
5. Carpets will be treated with a soil repellant agent and groomed.
6. All carpeting will be dry by 6:00am of the next business day.

Jani-King understands that furniture may be scheduled to be cleaned at the same time carpets are scheduled or as needed and approved by the City. The following procedures will be followed:

1. Jani-king will wipe clean all non-upholstered areas of the furniture being serviced
2. All upholstered furniture shall be scheduled by the city and cleaned upon request.
3. All furniture will be treated with a soil repellant agent.

Flood clean-up or Emergency clean-up will be provided upon request to carpeted areas and hard surface floors. Jani-king will respond and be On-site within a 2 hour period from the time of notification by the City. Jani-King will not leave the premises until secured and clean-up is complete

1. Jani-king will be responsible for moving items in the flooded area and treating the area with mold agents.(see mold remediation certificate section A)
2. Carpet will be extracted and hard surface shall have water vacuumed.
3. Jani-King will provide fans and dryers to promote thorough drying of all areas serviced. The cost of providing fans and dryers for the emergency service will be included in the Flood clean-up Emergency clean-up hourly cost.

Carpet Repair can be provided to the City upon request. The list of repairs situations can numerous. Jani-King will always follow the IICRC certification procedures along with the manufacturer's guidelines. Fixing seams, trimming carpet strings, and stretching non-glue down carpeting are common fixes.

Our Jani-King franchisee can provide additional service related to the carpet & upholstery cleaning services, such as cubicle panels. These additional services will be priced as shown on the pricing pages 21 & 22, section c: cost considerations, upon request of the City.