



City of Peoria, Arizona Request for Quotation



Invitation for Bid No: **RFQ Q06-17** Bid Due Date: **August 24, 2006**
 Materials and/or Services: **Carpet and Upholstered Furniture Cleaning** Time: **5:00 P.M. MST**
 Contact: **Dan Zenko**
 Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Avenue, 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: **Dan Zenko**

Vendor Quotation

Delivery shall be made _____ Calendar days after receipt of order.

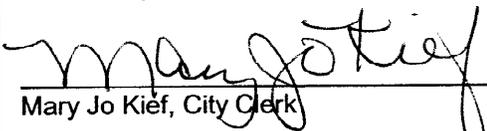
Payment Terms: _____

Company Name	Address	City	State	Zip Code	Telephone
PERFORMANCE CARPET SERVICE W. Monteilh	19407 N. 37th way	PHOENIX	AZ	85050	602 493-3638
Signature		Typed Name		Date	
		ALAN MONTEILH OWNER		8/28/06	

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:



 Mary Jo Kief, City Clerk

A CON 45306

Contract Number



City Seal

Official File

City of Peoria, Arizona.

Eff. Date: **Oct. 27, 2006**

William L. Emerson, Assistant City Attorney

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

Awarded on **October 26, 2006**



 Herman Koebergen, Materials Manager

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2007

PRODUCER (623)386-4452 FAX (623)386-7675
Powers-Leavitt Insurance Agency
111 E. Monroe Ave Ste 100
P O Box 125
Buckeye, AZ 85326

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Performance Carpet Service
19407 N. 37th Way
Phoenix, AZ 85050

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Casualty Group	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	53598635	02/15/2007	02/15/2008	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Blanket Additional Insured				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is named as additional insured.

This certificate is subject to all policy terms, conditions, forms, exclusions and endorsements.

*Except for 10 days notice of cancellation for non payment of premium.

CERTIFICATE HOLDER

City of Peoria
Attn: Lisa H
Peoria, AZ

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Carol Miller/CLM

Carol Miller

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



SOLICITATION AMENDMENT

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: RFQ 06-17
Description: Carpet & Upholstery Cleaning
Amendment No: Two (2)
Solicitation Due Date: September 5, 2006
Solicitation Due Time: 5:00 pm, Local Time

Buyer: Dan Zenko

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 solicitation for Carpet & Upholstery Cleaning, RFQ 06-17, is hereby amended as follows:

The Due date is changed to: **September 5, 2006 at 5:00 pm Local Time**

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

Vendor hereby acknowledges receipt and agreement with the amendment

Alan Monteilh 8/28/06
Signature Date

ALAN MONTEILH
Typed Name and Title

PERFORMANCE CARPET
Company Name

19407 N-37th Way
Address

PHOENIX AZ 85050
City State Zip

The above referenced Solicitation Amendment is hereby Executed

August 22, 2006

at Peoria, Arizona

Dan Zenko
Dan Zenko, CPPB
Materials Management Supervisor



REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

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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

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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 11456.
 - 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 warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

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



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stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of 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.



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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; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; 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.
- 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.



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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.
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.
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.



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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.
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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q06-17

Materials Management
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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 cleaning of carpet and upholstered furniture.
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 August 4, 2006, or upon date of contract 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 Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
10. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q06-17

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

11. **Prospective Bidders Conference:** Prospective bidders are invited to attend a conference to be held at the City of Peoria Municipal Offices:

ADDRESS: 8314 W. Cinnabar
City Hall Annex Building
Peoria, Arizona 85345
Maricopa Conference Room

DATE: August 17, 2006

TIME: 10:00 AM

The purpose of this conference will be to clarify the contents of this Invitation For Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation For Bid 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 Invitation For Bid. Oral statements or instructions shall not constitute an amendment to this Invitation For Bid.

12. **Bid Format:** Bids shall be submitted in one (1) original and two (2) copies on the forms and in the format as contained in the Invitation for Bids. Bids shall be on 8 1/2" & 11" paper with the text on one side only. Bids shall be contained in loose-leaf binders, with section tabs and/or sections separated. Bids should not be spiral bound or held together with rubber bands or binder clips. The original copy of the bid should be clearly labeled "ORIGINAL. Bids shall be submitted to the location identified on the cover page of this solicitation, in a sealed envelope or container that clearly identifies its contents as an Offer, the Offeror's name and the solicitation number to which it responds. The bid shall be submitted in the sequence listed below:

- A. Offer/Acceptance of Offer and Contract Award page;
- B. Verification of Minimum Requirements;
- C. Price Sheet;
- D. Qualifications Questionnaires;
- E. Comprehensive Credit Report (from Experian);
- F. Proposed Subcontracts, if applicable; and
- G. Signed Solicitation Amendment(s), if applicable.

13. **Instructions for Providing the Information Requested** The Instructions to Offerors and Standard Terms and Conditions should be reviewed and understood before preparing a response. Offerors should carefully review the insurance requirements in the Special Terms and Conditions to ensure they can comply.

A. Offer/Acceptance of Offer and Contract Award page (Offer) - The Offeror shall submit one (1) signed original of the Offer page. The Offer is the first page of the solicitation. If the Offeror's bid is accepted, the bottom half shall be completed by an authorized representative of the City.

B. The Offeror shall provide information verifying it meets the Minimum Requirements as stated in the Specifications



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of this Bid. At a minimum this shall include:

A description of the offeror's experience and the process that will be used to provide services;

A description of the offeror's quality control process that ensures proper service delivery;

A description of the equipment that will be used to provide services; and

Copies of the Materials Safety Data Sheets (MSDS) for the chemicals that will be used.

C. Price Sheet - The Offeror shall complete the Price Sheet by indicating the Price for each item listed in Sections II and III. The Prices provided in III shall be the same as Section II and shall be used to determine the low bid amount for evaluation purposes.

D. Offeror shall complete the Qualifications Questionnaires on pages 22 through 25.

E. Offeror shall provide a comprehensive credit report from Experian. No other documentation is acceptable. To obtain the Experian business credit report/profile, the offeror may call 1-888-211-0728. The business credit report can not be obtained on-line. What is available at the Experian website is the "snapshot" credit report, which is not acceptable.

F. If the Offeror intends to subcontract for any services, the Offeror shall provide copies of existing contracts or sample contracts it will use. The Offeror shall provide justification for why these subcontractors will be used and a description of the selection process.

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. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid.

The City may require a carpet cleaning demonstration to be conducted prior to award on a 1,000 to 2,500 square feet area at the cost of the contractor.

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.



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19. **Warranty:** Each offer shall include a complete and exclusive statement of the product warranty.
20. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
21. **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.
22. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
23. **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/or 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.



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24. **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 00011093 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 20101185, and shall include coverage for Contractor's operations and products and completed operations.

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

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, 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.

25. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or 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.



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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.

26. **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.
27. **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 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



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(COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

28. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired 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 deliver 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.
33. **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.
34. **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.
35. **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.



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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.

36. **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.

37. **Damage**

Contractor shall pay for damages caused by the cleaning process such as bubbles, discoloring, tears, and splits. 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. 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.

38. **Background Check**

All employees of the Contractor shall be legally eligible to work and be agreeable to additional security screening if required.



SPECIFICATIONS

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Materials Management
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I. Background

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

1. The estimated quantity for carpet cleaning for the term of this contract is between 150,000 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.
2. An average of 8,000 to 20,000 square feet of carpet shall be cleaned in an eight (8) to ten (10) hour period.
3. The City has approximately 1,500 to 2,000 upholstered items.

III. Minimum Requirements

1. The Contractor shall show a demonstrated ability to provide the services requested, at least five (5) years of experience in cleaning more than 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.
2. 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.
3. 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.
4. 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 400 square feet of hose. Upholstered furniture shall be cleaned using a truck mount system or a portable heated system.

IV. City Responsibilities

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



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IV. General Service Requirements

1. 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 – Friday), 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.
2. 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.
3. 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.
4. Contractor shall assign a lead person 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.
5. 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.

D. Carpet Cleaning Service Requirements

1. Contractor shall be responsible for moving 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 repellent agent and raked.
6. The contractor shall ensure that over wetting does not occur.



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

E. Upholstery Cleaning Service 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 repellent agent.

F. Flood Clean-up

1. Contractor shall be responsible for moving items in the flooded area (i.e. boxes, chairs, mats, trashcans, small tables, etc.).
2. Carpet shall have water extracted and non-carpeted areas shall have water vacuumed.
3. Contractor shall provide fans and dryers to promote through drying of the effected areas.

G. Carpet Repair

When the City requests carpet repairs the Contractor shall provide a brief description of how repairs shall be performed, any required material and labor and material cost estimates.

H. Other Cleaning Service Requirements

As the need arises the City may add additional items 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.



SPECIFICATIONS

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Any questions regarding this RFQ should be directed to Dan Zenko, Materials Management Supervisor at:

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Or
Phone: (623) 773-7115
Or
E-mail: Dan.zenko@Peoriaaz.gov



PRICE SHEET

Materials Management
Procurement

Solicitation Number: Q06-19

8314 West Cinnabar Street
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Phone: (623) 773-7115
Fax: (623) 773-7118

I. PAYMENT

1. Upon receipt of the required reporting documents, the City shall reimburse the Contractor in accordance with the Contract Special Terms and Conditions, paragraph 20, Payments, for actual, allowable costs incurred in the delivery of services identified in the Scope of Work during the term of this Contract.

II. SERVICE RATES

1. Carpet Cleaning:

Weekday Rate: \$.0275 per sq. ft.
Hours: 8:00 a.m. - 8:00 p.m.

Evening Rate: \$.0275 per sq. ft.
Hours: 8:00 a.m. 8:00 p.m.

Weekend Rate: \$.0275 per sq. ft.
Hours: 8:00 a.m. 8:00 p.m.

Holiday Rate: \$.0275 per sq. ft.
Hours: 8:00 a.m. 8:00 p.m.

Flood Clean-up (carpet cleaning): \$.50 per sq. ft.

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

_____ square feet and/or \$ 100.00 PER HOUR

2. Upholstered Furniture

a. Chairs, all sizes, per chair: \$ 3.50

b. Upholstered items, e.g. Court Benches, Cubical Panels, Couches:

\$ 25⁰⁰ EA ITEM per Sq. Ft.

3. Miscellaneous

Carpet Repair: Cost per Hour: \$ 75⁰⁰ PER HOUR



PRICE SHEET

Solicitation Number: Q06-19

Materials Management Procurement

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III. Price Evaluation Sheet

A. Carpet Cleaning (The Square Feet Rate Bid shall be the same as the rates in Section II, above.)

Rate Categories	Assumed Cleaning Needs	Sq. Ft. Rate Bid	Cleaning Costs
Weekday Rate:	10,000 X	\$ <u>.0275</u> per sq. ft. =	\$ <u>275⁰⁰</u>
Evening Rate:	40,000 X	\$ <u>.0375</u> per sq. ft. =	\$ <u>1,500⁰⁰</u>
Weekend Rate:	40,000 X	\$ <u>.0275</u> per sq. ft. =	\$ <u>1,100⁰⁰</u>
Holiday Rate:	10,000 X	\$ <u>.0275</u> per sq. ft. =	\$ <u>275⁰⁰</u>

Total Carpet Cost: \$ 3,150⁰⁰

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

Furniture Items	Assumed Cleaning Needs	Rate Bid	Cleaning Costs
Chairs	1,000 X	\$ <u>3.50</u> per Chair =	\$ <u>3,500⁰⁰</u>

Total Furniture Cost: \$ 3,500⁰⁰

C. Evaluation Price

Total Carpet Cost \$ 3,150⁰⁰ + Total Furniture Cost \$ 3,500⁰⁰ = \$ 6,650⁰⁰
For Low Bid Evaluation



QUESTIONNAIRE

Materials Management
Procurement

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Fax: (623) 773-7118

Solicitation Number: Q06-17

Instructions: Complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of your proposal as unresponsive.

1. The Offeror is (check appropriate box):

- Individual Corporation - For Profit Limited Liability Corporation
- Partnership Corporation - Not For Profit Government Entity

2. Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to your business activities? No Yes. If YES, please attach an explanation.

3. Has the Offeror, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? No Yes. IF YES, please attach an explanation.

4. Does the Offeror have sufficient funds to meet obligations on time under the Contract while awaiting reimbursement from the City? No Yes. If NO, please attach an explanation.

5. Have you or has your organization ever had any licenses denied, revoked or suspended or provisionally issued within the past five years? No Yes. If YES, please attach an explanation.

6. Have you or has your organization terminated any contracts, had any contracts terminated, had any liquidated damages assessed or been involved in contract lawsuits? No Yes. If YES, please attach an explanation.

7. Has your organization ever gone through bankruptcy? No Yes. If YES, When? Include the State, District and case number.

8. Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? No Yes. If yes, please provide details and documentation of the certification.

9. Provide a copy of your Contractor's License.

10. Provide a copy of your Business License.



QUESTIONNAIRE

Materials Management
Procurement

Solicitation Number: Q06-17

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) commercial accounts, averaging 8,000 – 20,000 square feet per cleaning, whom the Materials Management Division may contact.

1. Company: Unity of Phoenix Church
 Contact: CHARLIE BROWN
 Address: 1500 E GREENWAY
 Phone: W 602-840-7700
 Sq. Ft./ Average time to Clean: 10,000 7 to 8 Hrs

2. Company: City of Peoria
 Contact: ROBERT PATTERSON
 Address: 8401 W. MONROE
 Phone: 602-390-2402
 Sq. Ft./ Average time to Clean: 15,000 8 Hrs

3. Company: Summit Builder
 Contact: DEBBIE WEEKS
 Address: 3333 E CAMBLBACK RD
PHOENIX, AZ 85018
 Phone: PHOENIX, AZ 85 602-840-7700
 Sq. Ft./ Average time to Clean: 15,000 8 HRS



QUESTIONNAIRE

**Materials Management
Procurement**

Solicitation Number: **Q06-17**

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Bidders are to indicate below any exceptions they have taken to the Specifications:



QUESTIONNAIRE

Materials Management
Procurement

8314 West Cinnabar Street
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **Q06-17**

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.

Performance Carpet Service, LLC

19407 N. 37th Way
Phoenix, AZ 85060

1. Business license

2. Credit Report: Bedrosians supplies contact Eddie phone# 602-628-0145/Lookout mountain contact Linoel phone# 602-765-8453/PVJanitorial Phone# 602-493-0606 Anatoliols contact jim phone# 602689-2510 Desoto sales phone# 602-252-7700

3. Minimum Requirements: Performance carpet meets all of minimum requirements that the City of Peoria has stated in the contract. Performance carpet has held the carpet cleaning contract for the past 8 years.

4. Lead Person: Alan Monteilh JR. 602-481-1526 cell

Lisa,

On the business license are you looking for the article of organization? Let me know if you need anything else and I will get it right over to you.

Thank you
Alan Monteilh
602-373-8109
602-493-3638 cell
e-mail amonteilh@nmc-az.com



ARIZONA DEPARTMENT OF REVENUE
LICENSE & REGISTRATION SECTION
1600 WEST MONROE
PHOENIX, ARIZONA 85007-2650

NOTICE OF EMPLOYER
WITHHOLDING IDENTIFICATION NUMBER

THE WITHHOLDING IDENTIFICATION NUMBER SHOWN BELOW WILL BE USED BY THE ARIZONA DEPARTMENT OF REVENUE TO IDENTIFY YOUR ARIZONA QUARTERLY REPORT OF INCOME TAX WITHHELD(FORM AI-QR) AND PAYMENT OF ARIZONA INCOME TAX WITHHELD(FORM AI-MP). YOUR WITHHOLDING IDENTIFICATION NUMBER MUST BE SHOWN ON REPORTS, DOCUMENTS, AND RELATED FORMS OF CORRESPONDENCE.

ISSUED TO

PERFORMANCE CARPET SERVICE LLC
C/O PERFORMANCE CARPET SERVICE LLC
4855 E. WARNER RD 24-125
PHOENIX, AZ 85044

07-457467-1

ALL communications and reports MUST REFER to this LICENSE NO.

06/01/94 EFFECTIVE DATE
06/15/94 PRINT DATE

DOR 87026 11/88



CONTRACT AMENDMENT

**Materials Management
Procurement**
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Lisa Houg, CPPB

Solicitation No: **RFQ 06-17** Page 1 of 1
Description: Carpet and Upholstered Furniture Cleaning
Amendment No: One (1) Date: 09/26/07

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 10/26/07.

Contract Term: 10/27/07 to 10/26/08

The contract is also amended, effective 10/27/07, to:

- 1) increase the price for carpet cleaning from \$.0275 to \$.05 per sq. ft;
- 2) to add a minimum charge of \$50. for carpet cleaning if less than 1000 sq. ft;
- 3) increase the upholstery cleaning from \$3.50 per chair to \$4.50 per chair.

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

Alan Monteilh 10/13/07 Alan Monteilh, Owner Performance Carpet Service
Signature Date Typed Name and Title Company Name

19407 N. 37th Way Phoenix AZ 85050
Address City State Zip Code

Attested by:

Mary Jo Kief
Mary Jo Kief, City Clerk

Robert Patterson
Requested by: Robert Patterson, Custodial Supervisor

Lisa Houg
Recommended by: Lisa Houg, Contract Officer

William L. Emerson, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
10-29-07 2007, at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON 45306A

Contract Number:

Official File

A CON 45306A



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: **RFQ 06-17** Page 1 of 1
Description: Carpet and Upholstered Furniture Cleaning
Amendment No: Two (2) Date: 10/13/08

Buyer: Lisa Houg, CPPB

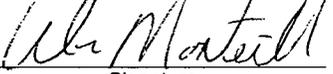
In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 10/26/08 and is being extended for another term.

The New Contract Term is 10/27/08 to 10/26/09.

The contract is also amended, effective 10/27/08, to:

- 1) Increase the price for carpet cleaning from \$.05 to \$.07 per sq. ft.
- 2) Increase the minimum charge from \$50 to \$75 for carpet cleaning if less than 1000 sq. ft.
- 3) Increase the upholstery cleaning from \$4.50 per chair to \$5.50 per chair.

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

 Signature	<u>10/14/08</u> Date	<u>Alan Monteilh, Owner</u> Typed Name and Title	<u>Performance Carpet Service</u> Company Name
<u>19407 N. 37th Way</u> Address	<u>Phoenix</u> City	<u>AZ</u> State	<u>85050</u> Zip Code

Attested by:

Mary Jo Kief, City Clerk

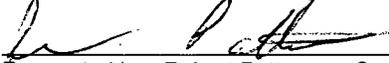


City Seal

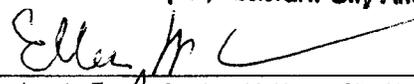
CC Number

ACON 45306B
Contract Number:

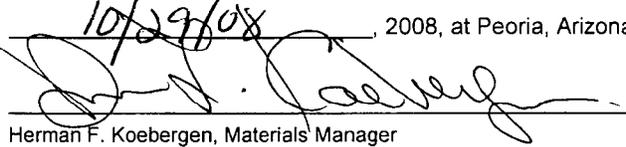
Official File

 10/20/08
Requested by: Robert Patterson, Custodial Supervisor


Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
10/29/08, 2008, at Peoria, Arizona.


Herman F. Koebergen, Materials Manager

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2008

PRODUCER (623)386-4452 FAX (623)386-7675
Powers-Leavitt Insurance Agency
111 E. Monroe Ave Ste 100
P O Box 125
Buckeye, AZ 85326

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Performance Carpet Service
19407 N. 37th Way
Phoenix, AZ 85050

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Casualty Group	G9320
INSURER B: American Fire and Casualty	24066
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Additional Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BRO53598635	02/15/2008	02/15/2009	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	MED EXP (Any one person) \$ 10,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAA53598635	02/15/2008	02/15/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATI-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is named as additional insured.

This certificate is subject to all policy terms, conditions, forms, exclusions and endorsements.

*Except for 10 days notice of cancellation for non payment of premium.

CERTIFICATE HOLDER

City of Peoria
Attn: Lisa H
Peoria, AZ

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Carol Miller/NJT

Carol Miller