

CITY OF CASA GRANDE
NOTICE OF BID

The City of Casa Grande will receive sealed bids for the following:

Janitorial Services for City Facilities

Each bid shall be in accordance with the specifications and instructions on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122, where copies can be obtained by calling the City Clerk's Office (520) 421-8600, or a complete packet is available on the City's website: www.casagrandeaz.gov.

All bids must be submitted by **September 30, 2014 at 1:30 p.m.** City time to the City Clerk, Remilie S. Miller, 510 East Florence Boulevard, Casa Grande, Arizona 85122. The bid opening will take place on **September 30, 2014 at 1:30 p.m.** in the Main Conference Room (2nd Floor), 510 E. Florence Boulevard, Casa Grande. A pre-bid mandatory meeting will be held on **Tuesday, September 16, 2014 at 10:00 a.m.** at the North Operations Center (NOC), 3181 N. Lear Avenue, Casa Grande, AZ 85122.

Bids must be addressed to:
Remilie S. Miller, City Clerk
City of Casa Grande
510 E. Florence Boulevard
Casa Grande, Arizona 85122

The envelope must be boldly marked:
BID ON JANITORIAL SERVICES FOR CITY FACILITIES
BID OPENING: SEPTEMBER 30, 2014 AT 1:30 P.M.

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Bids, or to reject any or all bids; to be the sole judge of the suitability of the materials offered, and to award a contract or contracts for the furnishing of one or more items of the services it deems to be in the best interest of the City.

/s/James V. Thompson
City Manager

NOTICE OF INVITATION FOR BIDS

Janitorial Services for City facilities

BID DUE DATE: September 30, 2014
1:30 P.M. LOCAL AZ TIME

SUBMITTAL LOCATION: Remilie S. Miller, City Clerk
City of Casa Grande
510 East Florence Blvd.
Casa Grande, AZ 85122

PRE-BID MANDATORY MEETING: September 16, 2014
10:00 A.M. LOCAL AZ TIME
3181 N. Lear Avenue
Casa Grande, AZ 85122

Any requests for **procedural** clarification or additional information regarding the submission of this Invitation to Bid shall be directed to:

Remilie S. Miller, City Clerk
City of Casa Grande
510 East Florence Blvd.
Casa Grande, AZ 85122

Requests for **technical or other** information shall be directed to:

Nicholas Stalter
Facilities Maintenance Supervisor
(520) 421-8625 Ext 3381

INTERESTED BIDDERS MAY OBTAIN A COPY OF THIS SOLICITATION BY VISITING OUR WEB PAGE AT WWW.CASAGRANDEAZ.GOV OR CALLING THE CITY CLERK'S OFFICE (520) 421-8600.

Competitive sealed bids for the specified material or service shall be received by the City of Casa Grande Clerk's Office, 510 E. Florence Boulevard, Casa Grande, Arizona 85122, until the time and date cited. Bids received by the correct time and date shall be publicly recorded. The City of Casa Grande takes no responsibility for informing recipients of changes to the original solicitation documents. Failure to submit amendments with the solicitation response shall be grounds for deeming bid non-responsive.

Bids must be in the actual possession of the Clerk's Office at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be the City of Casa Grande City Clerk's office clock.

Bids must be submitted in a sealed envelope. The **Bidder's name and address** should be clearly indicated **on the outside** of the envelope. All bids must be completed in blue or black ink or typewritten. Questions must be addressed to the persons listed above.

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INFORMATION TO BIDDERS

I. SECURING BID DOCUMENTS

Specifications and other bid document forms are available at the following location:

Office of the City Clerk
City of Casa Grande
510 E. Florence Boulevard
Casa Grande, Arizona 85122

II. CONTENT OF BID

The Bid package should contain the following:

- * Notice for Bid
- * Information to Bidders'
- * Project Specifications
- * Bid Form
- * Check List (If applicable)
- * Certification of Bid
- * Bid Bond

III. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this Request for Bids, or finds discrepancies in or omissions from the specifications, the Bidder may submit to the City Clerk's Office, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. All Addendums will be forwarded to the City Clerk's Office to be included in the Original Bid Packet. The City will not be responsible for any other explanation or interpretation of the Request for Bids.

IV. Multiple Contract awards

If the City Of Casa Grande deems it necessary we may award multiple contracts to two different bidders.

V. ANY ADDENDUMS OR BULLETINS

Any addendums or bulletins issued by the City during the time of bidding or forming a part of the documents provided to the Bidder for the preparation of the bid shall be covered in the bid and shall be made part of the contract. No addendums will be issued closer than five (5) days prior to the bid opening.

VI. WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for the opening of bids.

VII. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder’s capabilities to satisfy the requirements of these guidelines. The Bidder shall be responsible for costs incurred in the proposal preparation and delivery.

VIII. SCHEDULE

The following schedule is planned, but subject to change at the sole discretion of the City:

PROPOSED	
Call For Bid	September 2, 2014
Pre-Bid Mandatory Meeting	September 16, 2014
Bid Opening	September 30, 2014
City Council	November 3, 2014
2 nd Reading City Council	November 17, 2014
Contractor Kickoff meeting	December 8, 2014
Start Work	December 15, 2014

IX. EVALUATION PROCESS

Bids that are judged by the City to be unresponsive or materially incomplete will be immediately rejected. Finalists will be selected from the remaining Bidders.

The City will perform whatever research it deems necessary into the Bidder’s history, financial viability and references. The Bidder shall cooperate with the City's Facilities Maintenance Division or their designated representative by providing appropriate information.

X. EVALUATION CRITERIA

The following elements, in addition to price, shall be given consideration in evaluating the qualifications of and degree of responsibility to be credited to the Bidder: (1) the ability, capacity and skill of the Bidder to perform the contract; (2) the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; and (3) whether the Bidder can perform the contract within the times specified.

Each Bidder shall demonstrate to the satisfaction of the City that the Bidder has sufficient qualifications to perform the work under this contract. The burden to demonstrate such qualifications shall be on the Bidder. The Bidder must be licensed and registered as a Bidder in accordance with the laws of the State of Arizona (which is required in order for a Bidder to submit a bid hereunder). **Each Bidder must have successfully completed five (5) similar projects in the past 5 years and must submit the Contractor**

Experience/References Form. The projects must have been performed satisfactorily, have been of like nature, magnitude and comparable difficulty.

Each Bidder shall be skilled and regularly engaged in the general class and type of work called for under this contract. It is the intention of the City to award this contract to a Bidder who furnishes satisfactory evidence of its key personnel's, and its proposed subcontractors', requisite experience and ability and of sufficient capital, facilities, and plant to enable prosecution of the work successfully and properly and within the time named in the contract.

XI. EXAMINATION OF SITE

Bidders must satisfy themselves by personal examination of the location of the proposed work as to the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of a bid dispute, complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

XII. UNIT BID ITEMS

The preliminary opinion of quantities of work to be done as indicated by the unit bid items are approximate as shown in the Contract Documents, and are given as a basis for the comparison of bids. The City does not expressly, or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work at the unit or lump sum prices stated in the bid form. The Bidders shall not at any time after the submittal of their bids have any claim for damages as a result of the lowering of anticipated profits or the loss of profits because of any difference between the quantities of work actually done and those stated in the bidding sheets.

All work as set forth in the Contract Documents is to be accomplished. Bidder shall include in the bid item or items, of work, funds to allow for compensation for all work for which specific bid items are not provided.

XIII. DELIVERY OF PRODUCT/COMPLETION OF WORK

The contractor shall perform the tasks as outlined below at the times and frequencies noted below. The term of the service to be provided shall be 6 months beginning December 15, 2014 and ending June 30, 2015. The City may extend the term for an additional 12 months pending contract evaluation.

XIV. EXECUTION OF AGREEMENT

The successful Bidder or Bidders will be required to enter into a formal agreement that is consistent with the bid package outlined within. The Bidder or Bidders to whom the Contract is awarded by the City shall, within 7 days after notice of award and receipt of Agreement forms from the City, sign and deliver to the City all required copies of said Services Agreement. (Sample of Agreement attached in bid packet – specifics may change to comply with bid specifications)

XV. MISCELLANEOUS INFORMATION

- A. All prices quoted will reflect the total to the City for the item/project/service and shall include all applicable taxes, and other charges.
- B. The City will not honor any invoices or claims that are tendered sixty (60) days after the close of the City's fiscal year for work completed.
- C. The City is not responsible for any Bidder's, or their subcontractor's, errors or omissions.
- D. All bids submitted to the City are to remain firm for a minimum period of ninety (90) days from the date the bids are officially opened.
- E. The selected bid is not officially accepted until such time as the successful Bidder receives written notice of acceptance from the City Clerk.
- F. If the successful bidder conducts business inside the City Limits, then a business license number is required.
- G. Where the Bidder is a corporation or other type of legal entity, bids must be signed in the legal name of the entity followed by the name of the state of incorporation or place of formation, and the legal signature of an officer authorized to bind the entity to a contract.

XVI. REJECTION OF THE BID

Owner reserve the right to reject any and all bids received.

XVII. PRE-BID MANDATORY MEETING

3181 N. Lear Ave. on September 16, 2014 at 10:00 am

PROJECT SPECIFICATIONS

1. INTRODUCTION

The City Of Casa Grande (the "City") is seeking an experienced and professional contractor to furnish all necessary labor, supervision, materials, equipment, and supplies to satisfactorily perform janitorial services for City Facilities.

The City takes pride in providing an exceptionally clean, safe and aesthetically pleasing environment at all times for our citizens and employees and is seeking a Contractor that demonstrates this same pride in their work performed. The contractor shall be required to furnish all labor, materials, equipment, tools, services and skill required to maintain a clean and safe environment throughout the contract period.

2. SCOPE

The City of Casa Grande, Facilities Maintenance Division (FMD) is seeking proposal(s) from qualified companies to provide custodial services for a one year period with the option to extend four additional years in accordance with the following specifications to commence on or about December 1st 2014. This is an all-inclusive, performance based, custodial cleaning service contract. The Contractor or Contractors must adhere to the specifications set forth as a minimum, and perform the requirements with expertise, knowledge and capability. The FMD reserves the right to adjust service specifications at any time based on environmental changes, to accommodate events or security regulations, or to allow fixture changes within the space.

The selected Contractor or Contractors shall furnish all necessary labor, cleaning supplies, materials, equipment, tools, vehicles, uniforms, chemicals, and supervision necessary to satisfactorily perform the work required under this contract. The cleaning equipment and standards of performance listed shall be considered as the minimum requirements to perform acceptable services at the facilities listed. Lack of staff or equipment will not be accepted by the City as a reason for failure to perform. It is not the City's intent to require a specific brand of supplies or equipment however, the City reserves the right to review the contractor's proposed cleaning equipment and materials. If they do not, in the City's opinion, provide effective sanitation and/or cleanliness of the facilities, the City may request alternate cleaning equipment or materials which conform to preferred specifications and industry standards. The Contractor shall provide environmentally preferred cleaning products as required within this document.

The Contractor or Contractors will be responsible for scheduling the daily cleaning to achieve complete facility cleanliness and shall develop Management/Operational plans to cover all functions of the custodial services and hard floor/carpet cleaning. Additionally, Contractor or Contractors must respond to all trouble calls issued from the FMD, which may include notice of spills, debris, or minor biohazard cleanup. The City reserves the right to approve and make suggested changes to the schedule set up by the Contractor or Contractors. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day procedures of the facility and shall in no way interfere with the normal routine of the facilities tenants, facilities employees, or the public.

A Contractor Cleaning Plan must be provided and, once established and agreed upon by the FMD, will become an addendum to the contract. It is expressly understood by the Contractor or Contractors that the intent of this Contract is to supply complete custodial, carpet and hard floor cleaning services for all portions of the facilities. Further, the Contractor is solely responsible for the cleanliness of the facilities at all times.

The City of Casa Grande is to be the sole judge of quality and required frequency of services provided.

3. LOCATIONS (CUSTODIAL SERVICES) OF THE PROPERTIES SERVICED SHALL INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- A. Casa Grande Public Safety Complex**
Cleaning requirements (M-Su) 16 hours per day
373 E. Val Vista BLVD.
Approximate cleanable square footage: 48,400
Nature of building: Police and Fire headquarters
- B. Public Works Building (NOC) (M-F)**
3181 N. Lear Ave
Approximate cleanable square footage: 12,000
Nature of building: Offices and Restrooms
- C. Police Communication Building (M-Su)**
520 N. Marshall St.
Approximate cleanable square footage: 7,764
Nature of building: Police communication
- D. Parks and Recreation Dept. (M-F)**
404 E. Florence Blvd.
Approximate cleanable square footage: 9,400
Nature of building: Office space and multi-use facility
- E. Municipal Court Facility (M-F)**
375 E. 9th St.
Approximate Cleanable square footage: 10,150
Nature of building: Offices, Court room facilities, and holding cell
- F. City of Casa Grande Public Library (M-Su) Hours Vary**
449 E Drylake St.
Approximate Cleanable square footage: 16,050
Nature of building: Office spaces/Public Library
- G. Len Colla Recreation Center (M-Sa)**
1105 E. 4th St.
Approximate cleanable square footage: 12,800
Nature of building: Gym and multi-use facility
- H. Dorothy Powell Senior Center (M-F)**
405 E. 6th St.
Approximate cleanable square footage: 10,200
Nature of building: Multi-use with dining room
- I. City Hall B (M-F)**
510 E Florence Blvd.
Approximate cleanable square footage: 13,050
Nature of building: office areas with meeting rooms
- J. City Hall A (Old Main) (M-F)**
510 E. Florence Blvd
Approximate cleanable square footage: 34,500
Nature of building: Office areas with meeting rooms
- K. Golf Course Pro shop (M-Su)**
2121 N. Thornton Rd.

Approximate cleanable square footage: 2,397

Nature of building: Store, and bar area

ALL PARK RESTROOMS MUST BE LOCKED AND SECURE WHEN DONE CLEANING:

L. Villago Park restrooms (M-Su)

3368 N Pinal Avenue

Approximate cleanable square footage: 780

Six toilets, two urinals, and four sinks between two restroom facilities

M. Ed Hooper Park restroom (M-Su)

2525 N. Pinal Avenue

Approximate cleanable square footage: 380

Three toilets, one urinal, two sinks

N. Dave White Park restrooms (M-Su)

2121 N. Thornton Road

Approximate cleanable square footage: 760

Six toilets, two urinals, and four sinks between two restroom facilities

O. O'Neil Park restroom (M-Su)

490 E. Cottonwood Lane

Approximate cleanable square footage: 490

Three toilets, one urinal, and three sinks.

P. Carr McNatt Park restroom (M-Su)

1115 N. Brown Avenue

Approximate cleanable square footage: 720

Six toilets, three urinals, and two sinks

Q. Peart Park restroom (M-Su)

350 E 6th Street

Approximate cleanable square footage: 380

Three toilets, one urinal, and two sinks

The following buildings will be on an as needed basis (vacation coverage, sick days etc.):

R. Water Reclamation Facility (M,W,F)

1194 W. Kortsen Rd.

Approximate cleanable square footage: 3,000

Nature of building: Administrative building.

S. Women's Club (M,W,F)

407 N. Sacaton St.

Approximate Cleanable square footage 3,461

Nature of building: Multi-use facility

T. Teen Center (M,W,F)

540 N. Camino Mercado

Approximate cleanable square footage: 4,317

Nature of Building: Multi-Use facility

U. Peart Center/Ceramics Buildings (M,W,F)

350 E 6th St.

Approximate Cleanable square footage: 3,890

Nature of building: Multi-Use facility

V. Animal Control office (M,W,F)

202 E. 1st Ave

Approximate square cleanable footage: 1,168

Nature of building: office area with kitchen

ADD/CHANGE/OR DELETE LOCATIONS

The City reserves the right to add/change or delete additional facility coverage based on event loads throughout the life of the contract. Any resulting changes will process through a formal contract amendment.

4. CITY FURNISHED SUPPLIES

City will provide all paper products including hand towels, toilet tissue and seat covers, hand soap, sanitary napkins and trash liners. Contractor shall fill all dispensers. The City will also provide the following daily cleaning chemicals: glass cleaner, neutral floor cleaner, washroom cleaner and an all-purpose cleaner.

5. CONTRACTOR'S PERFORMANCE**A. REQUIREMENTS**

Contractor shall furnish all necessary trained personnel, supervision, scheduling, equipment, tools and maintenance, cleaning chemicals, supplies, and other accessories required to perform the custodial services at the City facilities designated. All work shall be performed in strict accordance with the conditions, provisions, standards, and specifications described herein.

B. QUALITY AND ACCEPTABILITY OF WORK

The Contract Administrator for Custodial Services or designee shall decide all questions which may arise as to the quality and acceptability of any work performed under the resultant contract. If, in the opinion of Contract Administrator for Custodial Services or designee, performance becomes unsatisfactory, the Contract Administrator shall notify the Contractor, its authorized representatives, or agents.

C. CONTACTING THE CONTRACTOR

The Contractor must be available by telephone anytime during each 24-hour period. The Contractor must respond to emergency/special requests within 120 minutes (two hours) of the originating call, including weekends and holidays. The Contractor's telephone number must be free of charge for City use.

D. UNSATISFACTORY CLEANING PERFORMANCE

Upon notice of unsatisfactory cleaning performance, the Contractor will have a maximum of two hours from that time to initiate corrective action in any specific instance of unsatisfactory cleaning performance. In the event the Contractor has not responded within the allotted 45 minutes to telephone contact, or the Contractor has not initiated corrective action for the unsatisfactory cleaning performance within the two hour time frame after notification as described above, the City has the right to immediately complete the work to its satisfaction, through use of outside Contractor(s) at the rate charged to the City plus 20% and shall deduct that amount from any balances due or which may become due to the Contractor.

6. STAFFING LEVELS

The Contractor or Contractors shall provide staffing that is in accordance with the specifications set forth in this RFP. Staffing shall be separate and independent of any other business ventures on the facilities premises. Employees providing service under this contract shall wear uniforms specifically designated to City of Casa Grande custodial services. Employees shall be in an approved uniform with

logo that is clean and neat, free from tears, holes, frayed edges, and body odor. Employees shall project a professional, neat, and clean appearance at all times. Employees shall be courteous and professional towards the public and all other facilities personnel.

The Contractor or Contractors shall provide a sufficient number of capable and qualified employees to properly, adequately, safely and economically manage, operate, perform, maintain and effectively provide the required custodial and floor maintenance restoration services. Sufficient employee headcount will be mutually established by both parties. The Contractor or Contractors shall be fully staffed from the first day of work under the contract. All personnel shall receive close and continuing first-line supervision by the Contractor and shall be employees of the Contractor, *day laborers are not acceptable*.

The selected Contractor or Contractors employees shall be fully trained and skilled in safe and proper custodial service techniques. All Contractor employees must be trained and familiar with the types of material to be cleaned. All employees are required to be trained in compliance of Blood Borne Pathogens/ Universal Hazards and PPE (Personal Protective Equipment). The Contractor shall provide sufficient documentation to demonstrate adequate training has been provided upon the request of the Contract Manager, at any time.

7. SUPERVISION

The Contractor or Contractors shall provide at least one qualified supervisor for each janitorial crew. The Supervisor will be available at all times to address problems and inspections. A Supervisor shall be available during working hours for coordination with the City. The Contractor shall provide a cellular telephone for the Supervisor. The Contractor shall be responsible for the payment of all charges relating to its use.

8. EMERGENCY CALLS

An emergency call is a report of a condition/failure constituting immediate danger to personnel or property. This includes, but is not limited to; flooding, plumbing problems that caused flooding, leaking ceilings/roofs, and broken water pipes. The Contractor shall respond immediately to all emergency calls. For circumstances which interrupt or otherwise adversely impact either facilities operations or property occupant operations, the Contractor will respond within two hours of notification, with appropriate equipment, and remain on the job until the problem has been resolved or Contract Administrator for Custodial Services gives permission to leave. Contractor shall provide these services at no additional charge.

9. SAFETY, SECURITY, ACCIDENT AND FIRE PROTECTION

The Contractor will ensure that all activities on the property that are conducted, supervised, managed or caused to occur by the selected Contractor comply fully and completely with all applicable code and regulatory requirements for personnel and workplace safety, security, accident prevention and fire safety. This includes following all OSHA regulations as well as any other applicable local, state, or federal safety laws in carrying out the requirements of this contract. Any safety violations must be corrected immediately. The Contractor shall provide all protective devices and equipment required by the nature of the work including but not limited to eye and hearing protection, hazardous materials handling and personal protective equipment (PPE). The selected Contractor will be responsible for instructing personnel in safe work habits and requirements. The selected Contractor will also post copies of Material Safety Data Sheets, (MSDS) for all chemicals used on the property at the appropriate location and submit for approval all MSDS sheets to the Contract Administrator for Custodial Services for approval prior to use in the facilities. The selected Contractor will be responsible for ensuring all

chemical bottles are properly labeled.

The selected Contractor will be responsible for submitting a safety plan within ten-(10) days after award of the contract. The selected Contractor will implement programs to ensure that they comply with local, State and Federal regulations and other regulatory agencies.

10. CUSTOMER SERVICE

The selected Contractor is expected to maintain excellent customer service at all times. Guest comfort, safety and assistance shall be a primary goal at all times.

The Contractor shall implement a complaint resolution procedure and a thorough quality assurance program for measuring results and shall identify inefficiencies in cleaning duties and report to the Contract Administrator for Custodial Services. Contractor shall provide emergency service 24 hours per day 7 days per week; effectively communicate potential problems; and identify and report all building maintenance issues as soon as possible to the Contract Administrator. The Contractor shall monitor, answer and respond to all radio or cell phone calls 24 hours per day 7 days per week.

11. ADDITIONAL CITY REQUESTED CUSTODIAL SERVICES

In the event that other custodial services, in addition to or separate from the services specified herein may be deemed necessary, the Contractor may be requested to perform the additional or special service. The Contractor will be reimbursed by the City on the basis of the hourly labor rate specified by the Contractor.

12. CONTRACT REASSIGNMENTS

The awarded Contractor may not assign, subcontract, sell or franchise all or any part of the contract without the express written approval of the Contract Administrator.

13. MINIMUM QUALIFICATIONS

Contractor must demonstrate financial solvency. Contractor must demonstrate that they have the resources and capability to provide custodial and carpet cleaning services with in-house staff (no subcontracting of work) as prescribed herein.

Contractor must show that they are familiar with the nature and extent of the services to be provided under this contract and any conditions that may affect performance under this contract. Contractor must further show that it is fully experienced and properly qualified and is equipped, organized, and financially able to perform such service. Contractor must have been in business providing custodial and carpet cleaning services for at least five consecutive years. Contractor references for current/past work performed must have a history of at least one year duration at the account. These references must be for work done in; a commercial, industrial, or municipal facility of at least 450 thousand square feet with similar carpet requirements, foot traffic, and security requirements.

14. KEYS AND BADGES

Key sets and badges will be given to Contractor for access to each City Facility. Contractor will be responsible for key and access badge control management; therefore, it will be their responsibility to issue and retrieve keys daily from their employees. Contract Administrator for Custodial Services will conduct a three month audit to ensure serviceability and accountability. In respect to lost keys or badges, Contractor will pay a replacement fee for each.

15. INSPECTIONS AND REPORTS

The selected Contractor shall create and provide reports on a daily/weekly/monthly/quarterly basis.

Reports may include daily time records, monthly schedule of cleaning duties, quality inspection reports and other reports as requested by the Contract Administrator for Custodial Services or designee. Joint

inspections, coordinated with the Contract Administrator for Custodial Services or designee, may be required a minimum of once per month, with additional meetings as deemed necessary. Contractor will provide a Weekly Quality Audit Inspection Report to the Contract Administrator for Custodial Services. The Contract Administrator for custodial services or designee shall be the judge of said quality and required frequency of services provided herewith.

16. END OF CONTRACT REVIEW

Approximately ten working days prior to the end of the contract, the Contractor's representative and the Contract Administrator for Custodial Services or designee will schedule a walk through inspection of the facilities to review cleanliness. If the cleanliness level of the facility is below that of the cleanliness standards established by the terms, conditions, and provisions of the contract, the City will hold the last monthly payment for that facility until the cleanliness standards are met.

17. CLEANING STANDARDS

The following standards shall be applied to all cleaning tasks herein as a minimum by the City of Casa Grande in evaluating custodial service:

A. PLUMBING FIXTURES AND DISPENSER CLEANING

Plumbing fixtures and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor or stains. Care shall be taken to ensure that cleaning chemicals do not harm, dull or mar chrome finishes and do not scratch porcelain fixtures.

B. METAL CLEANING

All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance, free from spots, smudges and streaks. The cleaning agent used is to be removed from adjacent surfaces. Cleaning product requires prior approval by Contract Administrator for Custodial Services or designee.

C. GLASS CLEANING

Glass is clean when all glass surfaces are without streaks, film, smears, fingerprints, deposits and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

D. CLEAN AND POLISH STAIR HANDRAILS

Handrails made of wood shall be cleaned and left without streaks, deposits, gum, etc. Handrails made of metal shall be cleaned and left without streaks, stains, deposits, gum, tarnish and have a uniform bright appearance. Chemicals used shall not damage finish.

E. DUSTING

A properly dusted surface is free of all dirt and dust, streaks, lint and cobwebs. Dusting will be accomplished with properly treated cloths.

F. WALL WASHING

After cleaning the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks. Painted surfaces must not be damaged. Hard finished wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits. Manufacturer's wall cleaning specification must be adhered to at all times.

G. HARD WOOD WALL SURFACES

Wood paneled walls shall be cleaned and oiled to a height of 10' with an approved product and left without streaks or deposits and have a uniform appearance. Product to be used requires prior approval by the Contract Administrator for Custodial Services or his designee.

H. SPOT CLEANING

A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.

I. SWEEPING/VACUUMING

A properly swept floor is free of all dirt, grit, lint and debris. A properly vacuumed surface carpet is to be free from soil and debris. Settees, waste receptacles and non-stationary objects shall be moved to expose entire floor surface and replaced after floor is vacuumed. The vacuumed fibers should be cleaned to protect pile from matting (preferably using a machine with brushing action).

Effective vacuuming requires multiple, slow deliberate passes to ensure the removal of soil and dust at and/or below the carpet surface. Pile lifting is a supplement to cleaning in high traffic areas and is required in all facilities. Contractor is required to use commercial grade, motor driven vacuums with HEPA filtered exhaust or equipment that meets these standards along with a bristle beater bar to be used exclusively in all carpeted areas. Back-pack vacuums are only to be used in areas of detailing. The selected Contractor shall vacuum/clean interior and exterior walk-off mats. After vacuuming or cleaning, the mats shall be free of all visible lint, litter and soil. Carpet style entrance mats shall be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed or hosed down and then dried to remove soil and grit. Soil underneath entrance mats shall be removed and mats returned to their normal location.

J. DAMP MOPPING

A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

K. HARD SURFACED FLOOR TASK

This task includes stripping, refinishing and/or re-waxing of designated hard surfaced floors. The Contractor shall coordinate the schedule of this task with the **Contract Administrator** for Custodial Services or designee.

1. Floor Finish Removal (Stripping)

Removal is accomplished when surfaces have all finish removed down to the flooring materials, are free of all dirt, stains, deposits, debris, cleaning solution, standing water, and the floor has a uniform appearance when dry. Rinse and pick-up with a neutral detergent must follow finish removal operation immediately. All floor products to be used require prior approval by Contract Administrator for Custodial Services or designee.

2. Finished Floor (Application)

A floor is satisfactorily finished when all old wax has been completely removed, including in corners and along edges and sufficient coats of sealer and wax has been properly applied with enough drying time between each coat to assure no streaking, bubbling, and yellowing. All floor products to be used require prior approval by the Contract Administrator for Custodial Services or designee.

L. SCRUBBING

Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, marks, standing water and floor has a uniformly clean appearance. Method used must be sufficient to clean all grout and/or uneven floor surfaces. Neutral rinse with a neutral detergent must follow the scrubbing process immediately.

M. BUFFING OF FINISHED FLOOR SURFACES

All finished floor areas designated by FMD will be buffed sufficiently for maximum gloss, removal of surface dirt and have a uniform appearance. Only non-skid and approved floor finishes will be used.

N. SPOT CLEANING CARPETS

A carpet adequately spot cleaned is free of all stains, deposits, gum, and spills. Care will be taken to use a product that will not harm the carpet fibers and will ensure complete surface removal. All carpet cleaning products to be used require prior approval by the Contract

Administrator for Custodial Services or designee.

O. SHAMPOO CARPETS

A carpet adequately shampooed will be free of all stains, deposits, gum and spills, and have a uniform appearance and should be dry by facility opening. Manufacturer's specifications must be adhered to for all carpet shampooing. Dry cleaning process will be required in all areas specified. All carpet cleaning products to be used require prior approval by the Contract Administrator for Custodial Services or designee.

P. SHAMPOO UPHOLSTERED FURNITURE

Furniture that has been shampooed will be free of all stains, deposits, gum and spills, and have a uniform appearance and should be dry by facility opening.

Q. BREAK ROOMS

Wipe clean and sanitize all counter tops, refrigerators (exterior), tables, chairs, cabinets,(exterior), coffee makers (exterior), vending machines, microwave ovens (exterior), exterior of trash receptacles, paper towel dispensers, sweep and mop all floors.

R. RESTROOMS

Waste receptacles are to be emptied and spot cleaned. Clean all surfaces of basins, bowls, toilet seats, and urinals with germicidal detergent. Clean empty restroom dispensers and refill with supplies. Wash and polish mirror, basin shelves/counters. Mop the floors. Spot clean light switches, doors and walls. Clean and polish all restroom stainless steel and partitions.

S. STAIRWELLS

Stairwell areas under the contractor's responsibility are to be maintained free of all litter, dust, dirt, rocks, mud and all other debris. Stairwells are to be mopped as required.

T. WASTE RECEPTACLES

Waste receptacles are to be emptied and spot cleaned as needed to maintain safe and sanitary conditions. Liners are to be replaced at each emptying of the receptacle. Periodically, all receptacles are to be thoroughly cleaned, inside and out as needed with germicidal detergent.

U. OFFICE AND ADMINISTRATIVE AREA

Non-carpeted floors are to be swept/dust mopped. Carpeted floors vacuumed and spot clean all carpets to remove stains, deposits, gum, and spills. All shelves, counters, cabinets and cases are to be free of accumulated dust and debris. Wipe clean all tables, desks, counters. Spot clean all hard surface walls to hand height to remove fingerprints, dust, soil, etc. Leave all areas as found with regards to occupant's personal effects and work items.

V. ELEVATORS AND ADJACENT AREAS

All interior and exterior walls, floors, doors, ceilings, switches, buttons, controls and equipment will have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint and cleaning marks. Floors are to be maintained according to standards for carpet and/or hard surface materials. Metal and bright work is to be maintained in accordance with standards listed herein. All adjacent areas are to be left free of residue and spotting following cleaning procedures. Elevator and adjacent areas are to be maintained as needed to ensure acceptable appearance at all times.

18. CLEANING EQUIPMENT SPECIFICATIONS

ROUTINE CLEANING EQUIPMENT LIST – SHALL BE PLACED ON-SITE AT START OF CONTRACT

LIGHTER DUTY CLEANING EQUIPMENT/SUPPLIES

- a. Housekeeping cart(s) with waste collection bag, supply and tool carrying holders
- b. Short-handled, small dust mop(s) for low and high dusting
- c. Clean cloths

- d. Hand-size cellulose sponges
- e. Plastic spray bottle(s) with glass cleaner (City to provide)
- f. Plastic spray bottle(s) with detergent solutions, carpet spotter
- g. Radiator brush(es) for dusting hard-to-get-at and rough surfaces
- h. Stainless steel polish (water base, foam type cleaner only)
- i. One-quart plastic bottle of lotion-type cleanser
- j. Putty knife with a 1-inch blade
- k. Plastic liners for waste receptacles (City to provide).
- l. Eraser cleaner, powder
- m. Variety of scrubbing brushes
- n. Plastic or metal sieve/strainer to filter cigarette butts out of the sand in butt urns (ash trays)
- o. OSHA electrical approved six (6) foot folding ladder
- p. Extension poles for high dusting and window cleaning
- q. Squeegees

RESTROOM CLEANING EQUIPMENT

- a. Bowl mop
- b. Quart plastic bottle of bowl cleaner
- c. Germicidal detergent in spray bottle (provided by City)
- d. Pumice stone
- e. Disposable bags for sanitary napkins (provided by City).
- f. "Restroom Closed for Cleaning" signs

ROUTINE FLOOR CARE EQUIPMENT

- a. Plastic dust pan(s)
- b. Small broom with 36-inch handle
- c. Mopping outfit(s)
- d. 24-inch swivel dust mop(s)
- e. Putty knife and/or long-handle scraper(s)
- f. 3-foot dust mop(s) for large open areas
- h. Sufficient safety, wet floor signs, freestanding, yellow, plastic

ROUTINE CARPET CARE EQUIPMENT

- a. Small broom with 36-inch handle Dust pan
- b. Back pack pile-lifter carpet vacuum (vacuum to include attachments for upholstery, furniture, etc.) This vacuum shall be quiet, at least 65-69 dBA operation and filtration system that traps 99% of contaminants as small as 0.3 microns. Spot cleaning solution
- c. Dust buster or other hand held type vacuum
- d. Manual hand sweeper
- e. Commercial grade, motor driven vacuums with HEPA filtered exhaust or equipment that meet these standards along with a bristle beater bar to be used exclusively in all carpeted areas. Back pack vacuums are only to be used in areas of detailing

SPECIAL CLEANING EQUIPMENT

- a. Grout cleaning machine. Machine shall be capable of cleaning grout behind and under bathroom fixtures. It must be able to clean the grouted surfaces in shower areas.

19. PRODUCT SPECIFICATIONS

ALL PRODUCTS TO BE USED REQUIRE PRIOR WRITTEN APPROVAL BY THE CONTRACT ADMINISTRATOR FOR CUSTODIAL SERVICES. GREEN CLEANING PRODUCTS ARE TO BE SPECIFIED WHENEVER AVAILABLE.

A. WATER EMULSION METAL-LINK POLYMER FLOOR FINISH – TO BE USED ON DESIGNATED FLOORS ONLY

This specification covers a self-polishing, slip resistant, all synthetic water emulsion floor finish intended for use on, and not detrimental to, sealed and finished wood surfaces, asphalt tile, linoleum, rubber, vinyl composition, painted concrete, terrazzo and cement surfaces. The product is to be used without dilution except as may be recommended by the manufacturer. Acid sensitive emulsions are excluded. (Contractor Supplied)

- a. Finish shall consist of all synthetic components. It shall contain no natural waxes.
- b. Finish shall contain a minimum of 15% non-volatile material when determined at 105 degrees
- c. Finish shall consist of polyacrylic and polyethylene components. Polymers shall be metal- linked to provide excellent detergent resistance.
- d. The product shall be safe for use on all kinds of floors, including asphalt, vinyl, linoleum, terrazzo, marble, sealed wood, cork, rubber and other composition tile surfaces.
- e. The product shall produce a colorless, rough, non-slip water resistant coating having a very high gloss.
- f. Finish shall be re-coatable within 15 minutes after prior coat has dried. Second coat shall not whiten nor lift the first coat – it shall produce enhanced gloss.
- g. The product shall resist scuffing, powdering and scratching under traffic to a satisfactory degree and shall respond to buffing.
- h. Finish shall level well on application without streaking or puddling.
- i. Finish shall resist wet cleaning with alkaline detergents without being removed from the floor and without destroying gloss, however, it shall be easily removable by common stripping methods.
- j. The product shall not be acid sensitive and shall resist acidic cleaners and strippers, including acidic soft drinks and fruit juices.
- k. Finish shall be non-yellowing on the floor and should be milk white in the original container, rather than yellow.
- l. Finish shall bear the U.L. seal of approval for slip resistance on the label.
- m. Finish shall be film forming at usual temperatures and shall produce no powdering and
no crazing.
- n. Finish shall be completely waterproof within 12 hours after application. Product should
have good-to-excellent water resistance.
- o. Finish shall be free from objectionable odor and must not develop an offensive odor upon storage in the original unopened container.

B. WATER EMULSION TYPE FLOOR WAX OR FINISH REMOVER (STRIPPER)

This specification covers commercial wax remover for use in stripping water emulsion floor wax or finish (including the metal-link polymers) from vinyl, rubber, asphalt and other composition floor surfaces. Also to be used as a heavy duty cleaner for ceramic and conductive floors. The compound shall be a liquid of one grade only. (Contractor Supplied)

- a. Compound shall be homogeneous, highly concentrated free-flowing liquid, so formulated that it may be diluted with clear water. It shall be composed of synthetic detergents, alkaline builders and sequestering agents. It shall not cause skin irritations when used in accordance with directions.
- b. Compound shall be free rinsing and free from odor which might be objectionable under conditions of use.
- c. Compound shall not contain any fatty acid soaps.

- d. Compound shall be stable and not lose its original effectiveness or otherwise deteriorate when stored for nine months in a closed shopping container at room temperature.
- e. The non-volatile content shall not be less than 6.5% at 105 degrees C.
- f. pH value of a 1.0% by weight solution shall be between 2.6 and 12.0.
- g. Compound shall be completely mixed with tap water in all proportions.

C. LOTION CLEANSER

This specification covers a lotion type abrasive disinfectant cleanser for the cleaning of porcelain surfaces and for general maintenance use. (Contractor Supplied)

- a. Cleanser shall be made from high quality soap, abrasive and disinfectant agents, uniformly mixed. Small amounts of other ingredients may be added to improve the quality of the cleanser.
- b. Cleanser shall be a white or an attractive, pleasing color, scented or unscented, and of uniform composition. Rinse ability: complete.
- c. Composition:
 - The moisture content shall not exceed 55%.
 - Anhydrous synthetic detergent content – 5% minimum to 10% maximum.
 - Abrasive content shall not be less than 30%.
 - pH value of this liquid shall be between 7 and 10.
- d. Product shall not separate when stored at 50 degrees C for seven days.

D. URINAL SCREENS – Applicable to All CITY BUILDINGS

This specification covers an enzymatic, nontoxic block urinal screen. (contractor supplied)

- a. Product must be nontoxic, no corrosive and contain enzymes to help eliminate odors and organic buildup
- b. Product should dissolve mineral deposits, uric salts and hard-water scale.
- c. Product should have odor counteract to clean and deodorize with flushing.

E. NON-ACID TYPE BOWL CLEANER

This specification covers a non-acid-type bowl cleaner for de-scaling and disinfecting toilet bowls and urinals. Thick liquid formula that will cling to bowl and urinal surfaces it cleans. Product must not be detrimental to china and glass surfaces at full strength. Product must not be detrimental to glazed and ceramic tile, carpeting. Product must not interfere with the digestive operation in septic tank systems. Product must be non-fuming. Product must have minimum viscosity of 200 cps. (Contractor Supplied)

- a. Compound shall contain no hydrochloric acid.
- b. Compound shall be a stable liquid and not lost effectiveness or otherwise deteriorate when stored in a closed container at room temperature.
- c. Compound shall be safe on porcelain and chrome, 100% biodegradable, non-flammable.
- d. Compound shall remove rust, water minerals, lime, soap scum, body oils, grease, with excellent hard water tolerance.
- e. Compound shall be free of harmful alkaline or abrasives.
- f. Liquid product must be packaged in 32 oz. Container with flip-open cap.
- g. Use of 2 oz. must be sufficient to remove soil, rust, lime scale and uric incrustation as well as disinfect and deodorize under normal conditions.

F. METAL SURFACE, CLEANER/POLISHER

This specification covers a product which is designated to clean and protect metal surfaces, specifically stainless steel and brass. (Contractor Supplied)

- a. Solution shall be a foam type metal cleaner and polish which will remove grease, fingerprints and light soil and will not soften damage or discolor surrounding areas.

- b. It shall contain no chlorinated solvents or petroleum distillates. It shall leave no film that attracts dust or dirt particles, nor will it soften paint or soil surrounding areas.
- c. It shall provide a nonacid, non-abrasive tarnish and oxidation remover
- d. It shall polish and protect and be safe to use on drinking fountains.

G. FURNITURE POLISH

This specification covers a non-aerosol agent designed to clean and polish wood and wood product surfaces. (Contractor Supplied)

- a. It shall be a blend of silicone, oils, waxes and cleaning agents.
- b. It shall remove dust, smudges, fingerprints and stains. It shall protect surfaces and does not smear.
- c. It shall have a pleasant odor and be water based with no harmful solvents.
- d. It shall be safe on all wood surfaces, leather, vinyl and counter/table tops.
- e. Solution shall not leave a film and not attract dirt particles.

H. GRAFFITI REMOVER

This specification covers a product designed to remove ink, pencil, crayon, lipstick, adhesives, grease and other agents on painted and unpainted surfaces such as walls, wood surfaces, floor, formica and fiberglass. (Contractor Supplied)

- a. Solution shall not harm or remove finishes from surface.
- b. It shall be non-aerosol, water based and biodegradable

I. ENZYME BACTERIA PRODUCTS

This specification covers a non-aerosol enzyme digestant that dissolves odors in floor drains. (Contractor Supplied)

- a. Solution shall have a pleasant odor.
- b. Solution shall work to neutralize odors with use of high activity enzymes and bacterial cultures.
- c. Solution shall be non-acid and non-corrosive and shall not harm plumbing.
- d. Solution shall be used to neutralize odors under and around toilets, sinks and urinals.
- e. Solution shall continue to neutralize odors even after product has dried on surface.
- f. Solution shall have active bacterial count of at least 37 billion per gallon. pH range should be 7.0 to 8.5.
- g. Solution should have no flash point.

J. DEGREASER

This product covers a non-butyl cleaner and degreaser designed to remove a wide variety of grease and soil on any surface not harmed by water. (Contractor Supplied)

- a. Solution shall be water based, biodegradable product containing rust inhibitors.
- b. Solution shall remove soap scum and body oils in showers and washroom surfaces.
- c. Solution shall be non-flammable, free rinsing and non-filming and contain no fumes.
- d. Dilution rate shall be 16 to 1 for general cleaning, 1 to 8 for heavy duty cleaning.
- e. Solution may be used with pressure washers and foam guns.
- f. Solution shall be USDA approved.
- g. pH value should not exceed 12.0.
- h. Solution should be suitable for use on floors and walls in soft or hard water.
- i. Composition should consist of a blend of synthetic detergents, solvents and alkalis.

K. HARD WATER DEPOSIT REMOVER

This product concerns an extra strength cleaner designed to remove hard water scale and discoloration. (Contractor Supplied)

- a. Solution shall be designed to cling to surfaces.
- b. It shall be safe to use on chrome, ceramic tile, and porcelain surfaces.
- c. Solution should be biodegradable and contain no hydrochloric acid.
- d. It shall be pleasantly scented.

L. SPOT REMOVER

This product is designated to remove stains and spots from most types of carpets. (Contractor Supplied)

- a. Solution shall be safe for use on most carpet surfaces.
- b. Solution shall be used on upholstery, textiles, vinyl, leathers, and synthetics.
- c. Solution shall be effective in the removal of red dye and products containing this dye.
- d. Solution shall remove gum and other adhesives.
- e. Solution shall be a deodorizer and enzyme digestant.
- f. Solution shall be pH balanced and be effective on most types of stains found in commercial buildings.

NOTE: THE CLEANING CHEMICALS LISTED ABOVE MAY NOT BE ALL THE PRODUCTS REQUIRED TO CLEAN ALL FACILITIES PROPERLY. CONTRACTOR IS EXPECTED TO PROVIDE ALL ADDITIONAL CLEANING PRODUCTS REQUIRED. ALL CLEANING CHEMICALS PROVIDED BY CONTRACTOR MUST HAVE PRIOR WRITTEN APPROVAL BY CONTRACT ADMINISTRATOR FOR CUSTODIAL SERVICES FOR USE. GREEN CLEANING PRODUCTS ARE TO BE SPECIFIED WHENEVER AVAILABLE.

20. FLOOR MAINTENANCE

The Contractor shall provide all carpet and hard floor cleaning products and equipment. It is not the City's intent to require a specific brand of product or equipment; however, the City reserves the right to review the Contractor's proposed cleaning equipment and materials. If the Contractor's cleaning equipment or products do not, in the City's opinion, provide effective sanitation and/or cleanliness of the facilities, the City may request alternate products/equipment.

The Contractor shall schedule the daily floor cleaning requirements to achieve complete facility cleaning. If the terrazzo wax has been scratched, the contractor must repair those scratched areas overnight. The City reserves the right to approve and make suggested changes to the schedule. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day procedures of the facility. An established Contractor Cleaning Plan will become an addendum to the contract. Changes to the Cleaning Plan shall be mutually agreed upon by both parties.

Equipment must be in good repair at all times. The Contract Administrator or designee will inspect equipment regularly.

Contractor must strain water from machines prior to water being poured down any sink drain. In addition, do not remove any floor drains in any sink. Contractor will incur charges if carpet fibers are the cause for any clogged drains.

All chemicals and procedures must be approved by the Contract Administrator. If the end result is obviously below standards and the discrepancy is caused by improper procedures or materials used, then it is the selected Contractor's responsibility to correct the deficiency in a reasonable time, usually 24 hours.

CARPET AND UPHOLSTERY CLEANING LOCATIONS (SEMI-ANNUAL)

All carpeted area indicated is approximate square footage. CONTRACTOR WILL NEED TO VERIFY.

1.	City Hall Main-----	24,144
2.	City Hall B-----	8,028
3.	P&R Offices-----	3,818
4.	NOC-----	4,865
5.	Pro Shop-----	1,397
6.	City Court-----	3,619
7.	Library-----	12,333
8.	Dorothy Powell-----	5,210
9.	Len Colla-----	0
10.	Public Safety-----	30,820
11.	Communication-----	3,751

21. SEMI-ANNUAL CARPET AND UPHOLSTERY CLEANING (ALL BUILDING)

- a. Contractor shall furnish all labor, materials and equipment necessary to perform cleaning of Carpet and upholstery in all various City Of Casa Grande Facilities.
- b. Contractor must be knowledgeable and experienced in determining the proper cleaning methods to use on all types of carpet and upholstery. Carpet fibers and upholstery fabrics must be cleaned with the minimum amount of solution and minimal amounts of water. Contractor shall provide proof of knowledge in cleaning a variety of carpet and upholstery fabrics including, but not limited to, wool, silk, cotton and synthetics. Some newer carpeted areas may require a dry shampooing method as recommended by manufacturer.
- c. Carpet/upholstery shall be thoroughly vacuumed and pre-treated for stains, gum, and excess dirt before carpet/upholstery cleaning commences. Method of cleaning carpet/upholstery shall be discussed with Contract Administrator for Custodial Services or his designate prior to finalize scheduling. Unless another cleaning method is agreed upon by Contract Administrator for Custodial Services and the Contractor, the carpet/upholstery shall be cleaned according to the instructions provided.
- d. Contract Administrator for Custodial Services or his designate shall determine if the carpet or upholstery is satisfactorily clean. It is critical that the carpet/upholstery dries quickly. Wet-dry vacuums shall be used to remove any excess water not removed by the extraction method. Fans may be needed to ensure quick drying. Carpet/upholstery must be ready for human traffic by the start of the next business day.
- e. Carpet, upholstered furniture, and partitions shall be cleaned in a manner acceptable to the trade and according to the fabric manufacturer’s specification. Cleaning shall be accomplished with the least possible interference to City staff, and The Public. In the case of overspray or spillage the Contractor will immediately clean excess solution from furniture, baseboards, glass surfaces and all other areas.
- f. The Contractor shall be responsible for moving and restoring furniture, trash containers and all small items. If desks, file cabinets and any large or heavy item need to be moved, the City will make moving arrangements prior to the scheduled cleaning. Contractor will be responsible for supplying any additional equipment required to do the job such as barricades, caution tape and signs to protect the public and employee pedestrian traffic from injury.
- g. The Contractor must be available and capable to perform carpet/upholstery cleaning for special emergency cleanup situations resulting from flooding, wind, and etc., as well as general carpet/upholstery cleaning in accordance with the agreed upon schedule. Occasionally, Contractor will be required to provide carpet/upholstery cleaning services at the same time in different facilities within a specific period. Sufficient staffing and equipment are required to meet these needs.
- h. The nature of our business requires that the bulk of the carpet/upholstery cleaning will be

accomplished at night and in the early morning hours during non business hours after 5:00 p.m. on weekdays and/or on the weekends. The carpet/upholstery must be ready for use by 8:00 a.m. in most areas and as early at 6:00 a.m. in some areas. The H.V.A.C. is shut down from 10:00 p.m. to 5:00 a.m., requiring the contractor to utilize properly functioning equipment that extracts all possible water from the carpet/upholstery and the contractor must provide fans to dry the carpet/upholstery.

i Carpet/upholstery cleaning may be required to be performed during business hours. All carpet/upholstery cleaning shall be scheduled with Contract Administrator for Custodial Services or his designate for the specific location

j. If Contract Administrator for Custodial Services or designate requests that only a portion of a facility be cleaned, the City will pay the Contractor on the per square foot basis. The square footage is to be agreed upon before the service is performed.

NOTE: When submitting bids, the Contractor should take into consideration the cost of each cleaning method that may be used on the carpet/upholstery and reflect such costs in the bid price.

k. The main equipment shall consist of a “truck mount” with a minimum of 500 feet of supply and recovery hose. The equipment should be powered by an internal combustion engine of a minimum of 32 HP with a catalytic converter. The water heater should be able to provide 200 degree water at the wand. Two or more units should be used. Minimum crews of two people for each truck mount extractor, plus an on-site supervisor is required.

l. All waste water will be disposed of properly. All cleaning should be accomplished according to the predetermined schedule of the Contract Administrator or his designate.

m. The Contractor will be responsible for cleaning the area around the truck mount equipment including: water, oil, and any filter debris. If not properly cleaned, City Personnel will clean at the standard billable rate of \$35.00 per hour.

n. These standards are not to be construed as complete. Any items not specifically included, but found necessary to properly care for carpets, shall be included as though written into these specifications. Carpets shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly and safe condition. Daily spot removal of carpets / hard floor in all facilities areas is required every night by the selected Contractor to assure a visibly clean surface. The Contractor shall ensure that all stains, gum, food, debris, sticky substances, vomit, trash, biohazard spills, and other substances are removed from the carpet / hard floor each night. Stains that cannot be removed from a surface, or damaged carpet / hard floor shall be reported to Contract Administrator for Custodial Services weekly, in writing including a description and location.

22. PRODUCT SPECIFICATIONS - SEMI-ANNUAL CARPET CLEANING

a. TRUCK MOUNT – HOT WATER EXTRACTION MACHINE

The machine should be powered by a minimum 32 HP internal combustion engine with a catalytic converter/burner capable of providing 200-degree water at the wand/spinning head. A minimum of five hundred (500) feet of hose (suction and pressure) is required. Use of wands is preferred over a spinning attachment.

b. DRY FOAM EXTRACTION MACHINE

This machine should be similar to the VonSchrader VSSchrader LMX dry foam machines. The machine should produce a dry foam shampoo that is introduced into the carper with a rotating brush followed by a wet vacuum to remove the dirt that is suspended in the foam.

c. DRY CLEANING CLEANER

Shall be of one grade and shall be suitable for cleaning of all carpet/upholstery types. Solutions shall be of synthetic, soapless, organic, non-ionic detergents. It shall be safe for use on any natural or synthetic carpet/upholstery materials and shall cause no bleeding or fading of colors on normal color-fast carpet/upholstery. The cleaner shall contain no phosphates and shall not be toxic to normal users during or after its application. It shall impart no disagreeable odors to carpet/upholstery after use. The product shall remove oily soil, such as grease and oils; dry soil, such as lint, grit and dust; and all water-soluble soils, such as water based inks. The diluted cleaner shall be applied with sprayer. The product shall contain no soap, acid, alkalines, or abrasives.

d. EXTRACTION CLEANER

The cleaner shall be of one grade and uniform concentration. It shall be formulated for use with all types of hot water and steam extraction equipment for use in cleaning carpet/upholstery. The product shall be a concentrated, low foam detergent, containing water conditioners. The product shall contain no phosphates, free of ammonia, optical brighteners or butyl cellosolve. It shall be safe for use on any natural or synthetic carpet/upholstery materials and produce no bleeding or fading of colors on normal colorfast carpet/upholstery. The product shall be a clear liquid with a fresh clean fragrance.

e. LIQUID SHAMPOO

The product shall be of one grade and shall be suitable for use with dry foam machine or rotary scrubbing machine. The carpet/upholstery shampoo shall be a uniform, stable, aqueous concentrated solution. It shall contain synthetic detergents, wetting agents, soil retardants, and organic solvents. The shampoo shall not contain optical brighteners. It shall be safe for use on any natural or synthetic carpet/upholstery materials and produce no bleeding or fading of colors on normal colorfast carpet/upholstery. The product shall contain no free ammonia or phosphates. It shall be a clear liquid with a fresh clean fragrance.

f. SOIL RETARDANT

Soil retardant shall be of one grade and shall provide protection from all types of stains and extended intervals between the cleanings. The product shall prevent rapid resoiling. It shall not discolor or cause shrinkage or stiffening of carpet/upholstery.

g. CARPET/UPHOLSTERY PRE-SPOTTER

The pre-spotter shall be used to spot stains prior to the extraction of the carpet/upholstery. It should be usable on both oil and water-based stains. It shall not cause rings or color changes. It shall contain no abrasives that may harm the carpet/upholstery.

h. ENZYME BACTERIA PRODUCT

It shall work to neutralize odors with use of high activity enzymes and bacterial cultures. It shall have a pleasant odor. It shall have a pH factor of 7.0 to 8.5, consisting of non-acid, noncorrosive materials. It shall not discolor or cause shrinkage of carpet and upholstery fibers. It shall have a live, active bacterial count of no less than 37 billion per gallon.

i. DRY FOAM DETERGENT

The dry foam carpet/upholstery shampoo is to be used in a "Dry Foam" Extraction machine similar to the VonSchrader VS12 or LMX machines. This should be a heavy duty shampoo pH matched to the carpet/upholstery being cleaned. The shampoo should dry to a powder or crystal form for easy removal with a vacuum.

j. FOAM SUPPRESSOR

A foam suppressor should be used that matches the Dry Foam Detergent.

23. HARD FLOORS

These standards are not to be construed as complete. Any items not specifically included, but found necessary to properly care for all hard floor surfaces, shall be included as though written into these specifications. Hard floors shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly and safe condition. The end result of all hard floor cleaning procedures is to leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains. Care shall be taken to avoid damaging any hard floor surfaces irrespective of the method of cleaning technique employed. Hard floor surfaces which have been swept, mopped, or cleaned with an auto scrubber shall present a uniformly clean appearance with no evidence of surface spoilage or spotting. Waxed terrazzo surfaces that have been scratched must be repaired overnight and the floor restored to a uniform appearance. Floor should be dry prior to any metal objects being placed back on the floor so as not to allow any rust to form on the floor. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. The selected Contractor is responsible for moving and replacing all furniture and non-stationary items in the area to be cleaned.

a. SWEEPING

A properly swept floor is free of all dirt, dust, grit, lint and debris. All hard floors shall be swept each night, including sweeping under all furniture, behind plants, machines, waste receptacles, etc. Stanchions in the checkpoint areas should be moved and placed back in the same configuration as before work began.

b. DAMP MOPPING

A satisfactorily damp mopped floor is free of dirt, dust, marks, film, streaks, debris or standing water. Settee's, waste receptacles and non-stationary objects need to be moved to expose floor surface to be cleaned and moved back to former location after floor is dry.

c. AUTO SCRUBBER

When cleaning with an auto scrubber extra time needs to be considered for detail mopping of corners, edges, around furniture, plants etc. and picking up any water left behind from the machine.

24. MINIMUM CLEANING FREQUENCIES

Typical services need to be completed at all locations, per the following frequencies, unless designated otherwise. This listing may not be all-inclusive and it is the responsibility of the successful Contractor to maintain all areas of the facilities to the standards listed herein at all times. The intent of this contract is that the Contractor will be solely responsible for the cleanliness of the facility at all times.

The following standards are intended to be included as the acceptable minimum level of service. Frequencies set forth in these specifications are meant to be working guidelines. The City of Casa Grande reserves the right to add/remove or adjust specifications to meet the changing needs of the facilities. Contract Administrator for Custodial Services reserves the right to change the cleaning frequency, as deemed necessary and will measure the selected Contractor's performance.

Cleaning Tasks & General Frequencies

(Bi-Weekly in all cases is twice per week; Bi-Annual is twice per year).

Carpeted Floors Frequency

Vacuum all carpet (including under desks, tables, chairs) Daily (3XW)

Remove debris and vacuum high traffic areas Daily (D)

Spot clean carpet Daily (D)

Remove Gum Daily (D)

Carpet cleaning Semi-Annually (SA)

DAILY: ALL AREAS

- a. Spot clean all interior glass/frames, glass panels, stairway side glass and entry doors.
- b. Empty all trash receptacles, spot clean and replace liners.
- c. Clean and polish all bright work/metal trim removing fingerprints, smudges, water and other marks.
- d. Sweep/mop non-carpeted floors, including stairs and landings, with clean water and solutions required by manufacturer's standards. Remove all foreign substances such as gum or tar. Maximum care will be taken by Contractor on a daily basis to maintain the highest quality appearance of hard surface floors. Buff/polish non-carpeted floors as required by manufacturer's standards to retain a uniform bright appearance. Attention will be paid to edges, corners and behind doors. At all times, Contractor will utilize non-slip floor finishes. Waxed terrazzo floors must be burnished nightly. Scratches to all waxed terrazzo surfaces must be repaired and the floor restored to a uniform appearance.
- e. Spot clean all hard surface walls to hand height of fingerprints, dust, soil, gum, etc., utilizing clean water or solutions required by manufacturer's standards. Maximum care will be taken by Contractor on a daily basis to maintain the highest quality of appearance of hard surface walls.
- f. Clean/polish all threshold plates and elevator tracks. Clean/polish interior of all elevators. Clean/mop floor and burnish as needed.
- g. Remove all trash, refuse and to designated areas.
- h. Clean and polish drinking fountains, removing all water residues from top, mouthpiece and sides. Spot clean adjacent walls and floor due to water splash.
- i. Spot clean light switches. Remove fingerprints from switches and adjacent wall.
- j. Spot clean all carpets. Remove stains, deposits, gum, and spills.
- k. Wipe cleans all tables, counters, ledges and shelves.
- l. Clean/polish hand rails and clean all side rail glass.

DAILY: ALL BREAK ROOMS

- a. Wipe clean and sanitize all counter tops, refrigerators (exterior), tables, chairs, cabinets, coffee makers (exterior), vending machines, microwave ovens (exterior), exterior of trash receptacles, paper towel dispensers and ash trays
- b. Clean, polish and sanitize all surfaces of sink with germicidal detergent, wiping excess liquid off of faucet and adjacent walls.
- c. Sweep between, around and underneath vending machines, refrigerators, cabinets, etc.
- d. Sweep and wet mop with germicidal detergent non-carpeted floors.
- e. Spot clean walls.
- f. Spot clean carpets removing stains, deposits, gum, spills.

DAILY: ALL RESTROOMS IN CONTRACTED BUILDINGS

- a. Sweep, then wet mop restroom floors with germicidal detergent and clean water, including baseboard. Maximum care will be taken to remove and prevent staining to floor surface and grout. Change water after cleaning each restroom.

- b. Clean all surfaces of basins, bowls, toilet seats, and urinals with germicidal detergent, wiping excess liquid off of adjacent walls, fixtures and partitions.
- c. Clean empty restroom dispensers and refill with supplies, making sure that there is no soap residue at spout of dispenser. Remove wrapper from toilet paper. Contractor will not leave extra rolls of toilet paper or paper towels in restrooms.
- d. Wash and polish mirror, basin shelves/counters, bright work, soap dispensers, piping and push plates on doors, making sure there is no residue build-up anywhere on bright work.
- e. Spot clean light switches, doors and walls.
- f. Thoroughly clean restroom ceramic tile walls removing streaks, smudges and graffiti. Maximum care will be taken to prevent staining to wall tile and grout.
- g. Waste receptacles to be emptied, spot cleaned and lined. Trash to be removed to pre-designated area.
- h. Clean and refill sanitary machines with supplies to be provided by City of Casa Grande.
- i. Showers are to be completely cleaned with germicidal detergent and free of soap and water residue build-up anywhere.
- j. Wash all restrooms partitions on both sides, including doors, hinges, and partition seams.
- k. Fill floor drains with water and a capful of enzyme bacteria produce daily.

ONCE WEEKLY: ALL CONTRACTED AREAS

- a. Corners and edges will be swept or vacuumed to remove all dirt and dust.
- b. Thoroughly dust all chair and table legs and baseboards.
- c. Wipe clean all baseboards upon completion of once weekly floor treatment.
- d. Thoroughly dust with treated cloth all window frames and sills.
- e. Dust high and low fixtures.
- f. Ensure all walls, ceilings, fixtures, and corners are free of cobwebs.
- g. Clean custodian closet/storage areas to include washing sink, dust mop and wet floor, restocking supplies and equipment.
- h. Floor mats – remove gum and spots, wash with mild detergent/soap, rinse and let dry before placing back on floor.
- i. Fabric chairs and couches, remove lint, dirt and gum. Spot clean.
- j. Dust all wall, ceiling, and floor vents.
- k. Machine scrub ceramic tile floors.
- l. Machine scrub and burnish concrete floors.
- m. Clean and polish all hand rails.
- n. Shampoo all high traffic carpet areas.
- o. Clean all stairwells; mop steps and wipe down rails.
- p. Vacuum all carpet wall to wall (including under desks, tables, chairs)

MONTHLY: ALL CONTRACTED AREAS

(NOTE: URINAL BLOCKS TO BE REPLACED WHEN NEED IN ALL BUILDINGS)

- a. Thoroughly vacuum all upholstered furniture.
- b. Thoroughly clean all wall, ceiling and floor vents
- c. Spot clean baseboards removing heel marks and soil.
- d. Thoroughly dust with clean cloth all window blinds. Spot wash as needed.
- e. Thoroughly clean all leather/vinyl upholstered furniture.
- f. Inspect all urinal blocks and replace as needed in all men's restrooms.

QUARTERLY: ALL CONTRACTED AREAS

- a. Top scrub designated hard surface floors and refinish with sealer and multiple coats of floor finish as needed, in accordance specified herein. Wax build up, especially in corners and along baseboards must be removed.
- b. Clean all hardwood rails, ledges and panel surfaces up to 10' using suitable and pre-approved oil based cleaning product.
- c. Cleaning of all windows exterior and interior top to bottom.

SEMI-ANNUALLY: ALL CONTRACTED AREAS

- a. Shampoo all carpeted areas (must be scheduled through the Contract administrator)
- b. Strip and wax all floors that require waxing (must be scheduled through the Contract administrator)

ANNUALLY: ALL CONTRACTED AREAS

- a. Machine scrub ceramic tile, removing oil and all build up of waxes and finishes. Thoroughly clean and apply sealer to the grout, restoring to original color.
- b. Completely strip all hard surface floors and refinish with two coats of sealer and multiple coats of floor finish as needed, in accordance as specified herein. All old wax build up, especially in corners and along baseboards must be removed.
- c. Machine scrub cement floors and apply two coats of sealer in accordance specified herein.

25. SUBMITTING BIDS

- a. No bid will be considered unless it is made upon the proposal form(s) contained in and submitted with the project proposal pamphlet. No project proposal pamphlet shall be disassembled. All blank spaces for the proposal prices must be filled in, in ink, typewritten or printed, in both words and figures
- b. A bid may be withdrawn prior to the time set for opening of bids.
- c. Bids received after the time and date specified in the "Notice of Bids" will be returned unopened to the bidder.

26. BID BOND REQUIREMENTS

- a. No proposal shall be read unless accompanied by a proposal guarantee in the form of a certified or cashier's check, or surety bond in the amount of 10% of the contract amount. The guarantee shall be made payable to the City of Casa Grande.
- b. Such bonds shall be executed solely by the surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against a surety company. The bond(s) shall be made payable and acceptable to the City Of Casa Grande and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of the Power of Attorney of the signing official.

27. CONTRACTOR CITY COMMUNICATIONS

Contractor’s primary contact will be the official City Representative and overall Contract Administrator:

Nicholas Stalter,
Facilities Maintenance Supervisor
Department of Public Works
520-421-8625 ext.3381

This person is the primary contact for change orders, notification of problems encountered, supply inventory needs (paper goods, trash bags, soap for dispensers), scheduling cleaning, and in all matters pertaining to the scheduling or daily performance of this Contract. In case the Contract Administrator is unavailable, a list of designated City representatives and their contact numbers will be given to the Contractor with the Notice to Proceed. Periodic unscheduled inspections will be made to determine the quality of work performed. All communications, copies of complaints and concerns with the Contractor will be left at the NOC – Public Works Dept, at an identified area for the Contractor.

28. HOLIDAY SCHEDULE

Following is a list of holidays on which Contract service will not be performed unless previously approved by the City (**except emergency services**):

New Year’s Day – January 1
Martin Luther King Day – Third Monday in January
President’s Day – Third Monday in February
Memorial Day – Last Monday in May
Independence Day – July 4
Labor Day – First Monday in September
Thanksgiving Holiday – Fourth Thursday and Friday in November
Christmas Day – December 25

**BID PROPOSAL
PRICE PAGE**

This fee proposal shall include all work necessary to effectively conduct and complete the Scope of Services. The fees stated below must include all necessary costs including, but not limited to, labor, taxes, materials, overhead, administrative charges, profit and insurance.

Cost break down by Building

Facility	Area to be Cleaned/sqft	Annual Price per sqft	Cost per/sqft
City Hall "A"	34,500		
City Hall "B"	13,050		
Dorothy Powell Senior Center	10,200		
Len Colla Rec Center	12,800		
Library Bldg	16,050		
Municipal Court Bldg	10,150		
NOC - Public Works Bldg	12,000		
Parks and Rec Dept Bldg	9,400		
Police Dept Bldg	15,866		
Public Safety Facility	48,400		
Pro Shop	2,397		
Villago Park Restrooms	780		
Ed Hooper Park Restrooms	380		
Dave White Park Restrooms	760		
O'Neil Park Restrooms	490		
Carr McNatt Park Restrooms	720		
Peart Park Restrooms	380		

1. Base Bid Total Annual Cost:

\$ _____
(Words)

(\$ _____)
(Figures)

2. Extra Services as Required (In addition to the two semiannual cleanings noted above.)

Strip & Wax non carpeted areas \$ _____/sq. ft

Carpet Cleaning \$ _____/sq. ft

All Building Perimeters
 Windows Cleaned (Interior) \$ _____ lump sum

All Building Perimeters
 Windows Cleaned (Exterior) \$ _____ lump sum

EMERGENCY WORK per person \$ _____/hr.

3. Optional Facilities cleaning

Optional Facilities	Area to be Cleaned/sqft	Price per cleaning per sqft	Cost per/sqft
Water Reclamation Facility	3,000		
Teen Center	4,317		
Women's Club	3,461		
Peart Center Ceramics	3,890		
Animal Control Office	1,168		

TO THE CITY OF CASA GRANDE:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

_____ Company Name	Name: _____
_____ Address	Title: _____
_____ Town State Zip	Phone: _____
_____ Signature of Person Authorized to Sign	Fax: _____
_____ Printed Name	E-mail: _____
_____ Title	

CERTIFICATION OF BID

FOR

JANITORIAL SERVICES FOR CITY FACILITIES

CONTRACTOR hereby certifies by signing and submitting this bid, which includes Notice of Bids, Information to CONTRACTOR, Bid Specifications, Bid Form, Issued Addenda and Certification of Bid that they have read and fully understand, and will comply with said invitation for bids.

Corporate Name

Address

City, State, and Zip

Type of Entity

State of Incorporation

Phone Number

Casa Grande Business
License Number (if Applicable)

Signature of Authorized Officer

Print Name of Authorized Officer

Title of Authorized Signatory

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
as Principal, (hereinafter called the Principal), and the _____
_____, a corporation
duly organized under the laws of the State of _____, as Surety, (hereinafter called the
Surety), are held and firmly bound unto the City of Casa Grande as Oblige, in the sum of Ten Percent
(10%) of the total amount of the bid of Principal, submitted by him to the City of Casa Grande for the
work described below, for the payment of which sum, well and truly to be made, the said Principal and
the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly
and severally, firmly by these presents, and in conformance with A.R.S.

WHEREAS, the said Principal is herewith submitting its proposal for the City of Casa Grande Janitorial
Services for City Facilities.

NOW, THEREFORE, if the City of Casa Grande shall accept the proposal and give such Bonds and
Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for
the faithful performance of such contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give
such Bond and Certificate of Insurance, if the Principal shall pay to the City of Casa Grande the sum of
money set forth above as liquidated damages for failure of the Principal to enter into the contract, then
this obligation shall be null and void, otherwise to remain in full force and effect

Signed and sealed this _____ day of _____, A.D., 2014

Principal

Title

Witness:

Surety

Title

Witness:

AFFIDAVIT OF NON-COLLUSION

STATE OF ARIZONA)
COUNTY OF _____) ss

(NAME)

BEING FIRST DULY SWORN, DEPOSES AND SAYS:

That he/she is _____
(TITLE)
of _____
(NAME OF BUSINESS)

That pursuant to Section 44-1404 of the Arizona Revised Statutes, he certifies as follows:

That neither he/she nor anyone associated with the said

(NAME OF BUSINESS)

has, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the Project:

Janitorial Services for City Facilities

(NAME)

(TITLE)

(NAME OF BUSINESS)

Subscribed and sworn to before me this _____ day of _____, 2014.

(NOTARY PUBLIC)

My Commission Expires:

SAMPLE CONTRACT

CONTRACT FOR SERVICES

THIS CONTRACT is entered into this the _____ day of _____, 201____, by and between (hereinafter known as "Contractor"), a _____ authorized to do business in the state of Arizona, whose address is _____, and the City of Casa Grande (hereinafter known as "City"), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Contractor to perform services for a project known and described as " _____".

1. Scope of Contractor's Services.

The contractor agrees to provide services to the City for the performance of _____, consistent with the Scope of Work and in the timeframe identified as Exhibit "A" and incorporated herein by reference. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services.

Payment to the Contractor for services rendered under this Agreement shall be a sum total of \$ _____, as set forth in Exhibit "B". Where Exhibit "B" requires payments by City on a monthly basis for the percentage of the work completed, payment shall be based upon billings supported, unless otherwise provided in Exhibit "B", by itemized documentation of units of work actually performed and amounts earned (including where appropriate, the actual number of days worked each month and total number of hours for the month), equipment or materials supplied or used, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the City, the City will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract that are not part of the agreed upon reimbursable expenses. Where required, the City shall, upon receipt of appropriate documentation, compensate the Contractor no more often than monthly through the City voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting.

No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

4. Independent Contractor.

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

5. No Guarantee of Employment.

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

6. Taxes.

The Contractor understands and acknowledges that the City will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

7. Regulations and Requirement.

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

8. Right to Review.

This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.

9. Modifications.

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination for Default.

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience.

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

12. Equal Opportunity.

This Agreement, and the parties thereto, shall comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.

13. Venue and Choice of Law.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona.

14. Insurance.

14.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, contractor, at its cost and expense, shall purchase and maintain the insurance described in this subsection 14. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor's insurer shall have a minimum A.M. Best's rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

14.1.1 Workers' Compensation. Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor's employees engaged in the performance of the Services within this Agreement.

14.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- \$1,000,000 for each occurrence of bodily injury and property damage; and
- \$1,000,000 for personal injury;

14.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor's services.

14.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

14.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 14.1.2 and 14.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

14.1.6 Professional Liability. The Contractor retained by the City to provide the engineering services required by the Agreement will maintain Professional Liability

insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$2,000,000 all claims, or 10% for the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

14.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from contractor's insurers showing that the coverage required above has been obtained.

14.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

14.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

14.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

14.3 Severability of Interests. The policies referenced in 14.1.2. and 14.1.3. shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

14.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande's benefit.

14.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

15. Withholding Payment.

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

16. Future Non-Allocation of Funds.

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies.

17. Protection of Licensee Data.

Contractor warrants that the Contractor's installation, maintenance, and upgrade of any software provided hereunder shall not result in the use or disclosure by Contractor of any information concerning a patient/client obtained by the City in providing service in violation of any State laws, Federal laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any federal regulations governing privacy, including, but not limited to, 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

18. Contractor Commitments, Warranties and Representations.

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement.

Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and

b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

20. Disputes.

20.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

20.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

20.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced.

All writings, programs, data, public records or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

22. Conflict of Interest.

The Contractor agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the Contractor agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the Contractor gains such interest during the course of this Contract.

If the Contractor gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.

The Contractor shall not engage the services on the Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

The Contractor agrees that it shall not perform services on this Project for the contractor, sub-contractor, or any supplier.

The Contractor shall not negotiate, contract, or make any agreement with the contractor, sub-contractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

23. Covenant Against Contingent Fees.

The Contractor affirms that he has not employed or retained any company or person, other than a bona fide employee working for the Contractor to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

24. Indemnification.

To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees from and against all allegations, demands, proceedings, actions, claims, damages, losses, expenses, judgments, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting, relating to, arising out of, or resulting from any acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless the City of Casa Grande, its agents, officers, officials and employees shall arise in connection with any allegation, demand, proceeding, action, claim, damage, loss, expense or judgment that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors 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 requirements set forth herein will not be construed as limiting the scope of the indemnity provisions of this Contract.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

25. Confidentiality.

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

26. Public Disclosure.

In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor's receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona's Public Records Laws.

27. Notice.

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney's Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

28. Severability.

If any term or condition of this contract or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

29. Waiver.

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

30. Survival.

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 33 and 34 and the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

31. Discrimination.

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

32. Entire Agreement.

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. E-Verify.

To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor’s or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City’s random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

34. Compliance with A.R.S. §35-391.06 and 35-393.06

Contractor, and his/her firm, certifies that it does not have, nor will it for the duration of this contract have, scrutinized business operations in Sudan or Iran as defined in A.R.S. § 35-391.06 and 35-393.06.

Dated this the day of , 20__.

City of Casa Grande, an Arizona
municipal corporation.

By: _____
James V. Thompson,
City Manager

By: _____
Name: _____
Title: _____

EXHIBIT “A”—SCOPE OF SERVICES

EXHIBIT “B”— PAYMENT SCHEDULE