

**REQUEST FOR PROPOSALS
FOR
JANITORIAL SERVICES**

**City of Tolleson
9555 West Van Buren Street
Tolleson, Arizona 85353**

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: **FO 11-01**

Solicitation Title: **Janitorial Services**

Release Date: **December 5, 2011**

MANDATORY
Pre-Submittal Conference: **Wednesday December 14, 2011
9:00 a.m. (local time, Phoenix, Arizona)**

Final Date for Inquiries **December 21, 2011**

Proposal Due Date and Time: **December 28, 2011
3:00 p.m. (local time, Phoenix, Arizona)**

Shortlist Announced for Oral Interviews: **January 3, 2012**

Oral Interviews (if necessary): **January 9, 2012**

Target City Council Award Date: **January 24, 2012**

Anticipated Agreement Start Date: **January 30, 2012**

City Representatives: **Jason Earp (jearp@tollesonaz.org)
Rudy Castillo (rcastillo@tollesonaz.org)**

- * In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.
- ** The City of Tolleson reserves the right to amend the solicitation schedule as necessary.

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I. RFP PROCESS; AWARD OF AGREEMENT

1. Purpose; Scope of Work. The City of Tolleson (the “City”) is issuing this request for proposals (this “RFP”) seeking proposals (“Proposals”) from qualified vendors (“Vendors”) to furnish all necessary labor, supervision, materials, equipment, and supplies to satisfactorily perform janitorial services for five City buildings, as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit C (the “Services”), and incorporated herein by reference. In accordance with the City’s Procurement Code, the City will accept sealed Proposals for the Services specified in the Scope of Work in the sample Professional Services Agreement.

2. Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

2.1 Irregular or Non-responsive Proposals. The City shall consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City:

A. Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.

B. Vendor has a past record of failing to fully perform or fulfill contractual obligations.

C. Vendor cannot demonstrate financial stability.

D. Vendor’s Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, is intended to mislead the City in its evaluation of the Proposal.

2.2 Submittal Quantities. Interested Vendors must submit **one (1) original and six (6) copies (seven (7) total submittals)** of the Proposal to the City Clerk’s Office in the format set forth below. Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

2.3 Required Submittal. The Proposal shall be submitted with a letter of transmittal with an **original ink signature** by a person authorized to bind the Vendor, with one (1) reprographic copy in each subsequent copy of the Proposal. Proposals shall be on 8 ½” & 11” paper with the text on one side only. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page size and font criteria shall result in

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the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

2.4 Vendor Responsibilities. All Vendors shall (A) examine the entire RFP, (B) seek clarification of any item or requirement that may not be clear, (C) check all responses for accuracy before submitting a Proposal and (D) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered except as provided by the City's Procurement Code. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time.

2.5 Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **(FO 11-01) Janitorial Services**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

2.6 Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.2 in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Service Agreement in Exhibit C. Pricing for each building set forth in the Scope of Work shall be separated and not added together. A sample Fee Proposal is attached to the Professional Service Agreement as Exhibit D.

2.7 Address. All Proposals shall be directed to the following address: City Clerk, 9555 West Van Buren Street, Tolleson, Arizona 85353, or hand-delivered to the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP.

2.8 Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

2.9 Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **180** days after the Proposal Due Date and Time indicated on the cover of this RFP.

2.10 Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

3. Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a

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straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

4. Inquiries.

4.1 Written/Verbal Inquiries. Any question related to the RFP shall be directed to one of the City Representatives whose names appear on the cover page of this RFP. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFP or submitted verbally (A) at the Pre-Submittal Conference on the date indicated on the cover page of this RFP or (B) after the Pre-Submittal Conference but before the Final Date for Inquiries indicated on the cover page of this RFP. The person submitting the request will be responsible for its prompt delivery. In the event the City is closed on the Final Date for Inquiries, the Vendor shall submit the question(s) to one of the City Representatives via e-mail. Any inquiries related to this RFP shall refer to the RFP number and title, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the Proposal Due Date and Time.

4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or telephone inquiries directed to City staff **will not be answered**. Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or via e-mail or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the Final Date for Inquiries listed on the cover of this RFP.

5. Pre-Submittal Conference. A MANDATORY Pre-Submittal Conference will be held on Wednesday, December 14, 2011, at 9:00 a.m., at the City's Police Department Community Room. Failure to attend shall render that Vendor's Proposal non-responsive. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the RFP. Oral statements or instructions will not constitute an amendment or addendum to this RFP. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.

5.1 Tour of Facilities. Immediately following the Pre-Submittal Conference, tours will be conducted of all of the facilities relating to this RFP.

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6. Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. However, the City shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

7. Federal Excise Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

8. Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

9. Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the City Representatives of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the City Representatives make a written determination. The City Representatives shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representatives determine to disclose the information, the City Representatives shall inform the Vendor in writing of such determination.

10. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be licensed with the Arizona Corporation Commission to do business in Arizona and (B) have a completed Request for Vendor Number on file with the City Finance Department. The Vendor shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

11. Certification. By submitting a Proposal, the Vendor certifies:

11.1 No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

11.2 No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

11.3 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Manager, Department Heads, and

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other City staff. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

11.4 Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

11.5 Years in Business; Services Provided. It has been in business for at least three (3) concurrent years and has provided similar services to an organization of the same size or large than the City within the last three (3) years.

11.6 No Signature/False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement, and the Vendor may be debarred from further bidding in the City.

11.7 Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Service Agreement including the Scope of Work and other Exhibits.

12. Award of Agreement.

12.1 Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. In accordance with the City's Procurement Code, the Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the evaluation documentation shall be open for public inspection.

12.2 Discussion. In accordance with City's Procurement Code, after the initial receipt of Proposals, discussion may be conducted with Vendors who submit Proposals determined to be reasonably susceptible of being selected for award.

12.3 Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

12.4 Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms

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and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

12.5 Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

12.6 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (A) waive any immaterial defect or informality, (B) reject any or all Proposals or portions thereof and (C) reissue an RFP.

12.6 Protests. Any Vendor may protest this RFP issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered but the ultimate decision is at the discretion of the City.

A. The protest shall be in writing and shall include the following information:

- (1) The name, address, telephone number and signature of the protestor;
- (2) Identification of the solicitation or contract number; and
- (3) A detailed statement of the legal and factual grounds of the protest and the form of relief requested.

B. The protest shall be filed with the procurement office within five (5) days from the time the alleged instance occurred. The procurement office will make the initial contact to resolve the matter.

C. The City Manager shall have the final authority to resolve protests and to settle and resolve contract claims and controversies.

D. The City Manager shall issue a written decision within fourteen (14) days after a protest has been filed. The decision shall contain an explanation on the basis of the decision.

13. Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP, the Vendor's responsive Proposal, and the attached agreement, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship

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shall be established until the Vendor has signed, and the City has approved, a professional services agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.

II. PROPOSAL FORMAT; SCORING

Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. Proposals shall be organized and submitted in the format as outlined below. All submittal information must contain data for only the local office(s) which will be performing the work. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. If necessary, the Selection Committee may conduct oral interviews with at least three (3) of the highest ranked Vendors based upon the Proposal submittal scoring. The Proposal shall contain, at a minimum, the following information in the following order:

Section 1: General Information

Provide a one page letter of transmittal as described in Section I, 2.3.

Section 2: Understanding of the Project

15 pts

Provide a summary of the project and required Services and the Vendor's understanding of the needs of the City and its population.

Section 3: Proposed Services Provided

30 pts

A. Describe the proposed Services as related to the Scope of Work attached to the sample Professional Services Agreement, including the Vendor's approach to performing the required Services and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling, and staff.

B. Include a sample proposed schedule of services.

Section 4: Experience and Qualifications of the Vendor

25 pts

A. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this

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section for each member. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Proposal.

B. Identify the location of the Vendor's principal office and the local work office, if different.

C. Provide a general description of the Vendor that is proposing to provide the Services, including years in business. Vendor must have been in business for a minimum of three (3) concurrent years.

D. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five (5) years. Briefly describe the circumstances and the outcome.

E. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcome.

F. Vendor Information Form (may be attached as separate appendix).

G. Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City; specifically, within the last three years and relating experience with respect to janitorial services as set forth in the Scope of Work attached to the sample Professional Service Agreement.

H. Include, in detail, the methodology used to ensure that employees are authorized to work in the United States.

Section 5: Pricing

20 pts

Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.6 in a separate, sealed envelope enclosed with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit D of the sample Professional Services Agreement. Pricing for each building set forth in the Scope of Work shall be separated and not added together. The Fee Proposal shall list the individual cost for each of the program expenses and shall be provided in a spreadsheet format to enable the City staff to determine (A) total labor hours, (B) key project team member(s) proposed for each task and sub-task and (C) number of management, engineering, technical, drafting and support personnel hours proposed for the Project. The hourly rate, name of the team member and staff classification shall be included in the spreadsheet. Identify all other costs to billed to the Project, including Project expenses (no mark-up on expenses will be allowed) and subcontractor fees.

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Section 6: References

10 pts

Provide a list of at least three (3) comparable janitorial service contracts which the Vendor currently holds or has held in the last five (5) years. For each comparable contract identified, provide, at a minimum, the following:

- (i) Name of company or organization.
- (ii) Contact name.
- (iii) Contact address, telephone number and e-mail address.
- (iv) Type of services provided.

The above information must be current, as this will be used to verify references. Inability of the City to verify references shall result in the Proposal being considered non-responsive.

Total Possible Points for Proposal:

100

III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor's project approach and to an appraisal of the people who would be directly involved in this Services for this RFP.

Oral Interview

10	General Information
25	Experience and Qualifications of the Vendor
20	Understanding of the Project
<u>45</u>	Proposed Services Provided
100	Total Possible Points for Oral Interview

Total Points Possible for this RFP:

200

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IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

E-MAIL ADDRESS: _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- _____ Small Business Enterprise (SBE)
- _____ Minority Business Enterprise (MBE)
- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

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

**SAMPLE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2012, between the City of Tolleson, an Arizona municipal corporation (the "City") and _____, a(n) _____ (the "Contractor").

RECITALS

A. The City issued a Request for Proposals, FO 11-01 "Request for Proposals for Janitorial Services" (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for janitorial services for several City buildings.

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for janitorial services for five City buildings (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 2014 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of the this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

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3. Compensation. The City shall pay Contractor an amount not to exceed \$____.00 for the Services at the rates as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out

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of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims

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arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

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(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor’s insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto”

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policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Services, and the Contractor shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

D. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days’ prior written notice to the City.

12. Termination; Cancellation.

12.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. This Agreement may be terminated by either party upon 30 days’ written notice should the other party fail to substantially perform in accordance with this Agreement’s terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days’ written notice to Contractor in the event that the Services are permanently

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abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

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

12.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

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13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the Maricopa County, Arizona.

13.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

13.7 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

13.8 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting

SECTION B

the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.9 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

13.10 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.

13.11 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

13.12 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.13 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

13.14 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

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13.15 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the City: City of Tolleson
 9555 West Van Buren Street
 Tolleson, Arizona 85353
 Facsimile: (623) 936-7111
 Attn: Reyes Medrano, Jr., City Manager

With copy to: GUST ROSENFELD, P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Facsimile: (602) 257-7422
 Attn: Scott W. Ruby, Esq.

If to Contractor: _____

 Facsimile: _____

 Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.16 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

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13.17 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.18 below (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.18 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.18 E-verify Requirements. 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 their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

13.19 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 12.2 above.

13.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

SECTION B

13.21 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

13.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

SECTION B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF TOLLESON, an Arizona
municipal corporation

Adolfo F. Gámez, Mayor

ATTEST:

APPROVED AS TO FORM:

Chris Hagen, City Clerk

Scott W. Ruby, City Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2012,
by Adolfo F. Gámez, the Mayor of the CITY OF TOLLESON, an Arizona municipal
corporation, on behalf of the City of Tolleson.

Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND

[RFP]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND

[Contractor's Proposal]

See following pages.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND

[Scope of Work]

See following page(s).

Scope of Work for Janitorial Services

I. Introduction; Purpose. Contractor shall provide all necessary labor, supervision, materials, equipment, and supplies to satisfactorily perform janitorial services for five City buildings (the “Services”). The City takes pride in providing an exceptionally clean, safe and aesthetically pleasing environment at all times for its patrons and employees. The City expects the Contractor to demonstrate this same pride in the Services performed. The Contractor shall maintain clean and safe environment throughout the contract period. The Contractor may use weekends and/or holidays to accomplish weekly, monthly, or semi-annual Services as approved by the City.

A. The City currently has 5 buildings requiring Services: City Hall, Fire, Police and Court, and Boys & Girls Club, and Field Operations.

B. Square footage for each building is as follows:

1.	City Hall Complex	20,335 sq ft
2.	Fire (Administration only)	2,650 sq ft
3.	Police and Court	12,514 sq ft
4.	Boys and Girls Club	15,594 sq ft
5.	Field Operations	2,699 sq ft

II. No minimum manpower requirements shall be placed on the Contractor in relation to the number of Services required. The Contractor shall have each facility, as listed, in first-rate condition according to the specifications on each working day unless otherwise stated or specified herein. The Contractor is encouraged to schedule Services for each facility whereby supervision of personnel and security of the facility will be maintained at all times. The Contractor shall coordinate evening Services with the parties responsible for management of facility. Services shall be coordinated and scheduled to prevent interference or disturbance of City business, such as meetings held in certain areas of the facility during the servicing period.

III. The following is a description of the janitorial services sought:

A. Daily Janitorial Services

1. General
 - a. Empty trash receptacles;
 - b. Sweep and mop hard surface floors;
 - c. Vacuum carpets and rugs;
 - d. Sweep and remove trash from entrance areas and patios;

- e. Sweep entrance mats;
- f. Clean and dust furniture;
- g. Straighten and/or realign moved or misplaced furniture;
- h. Clean glass doors;
- i. Clean partitions;
- j. Clean and sanitize drinking fountains;
- k. Clean mirrors;
- l. Wet mop and disinfect bathroom floors;
- m. Clean and disinfect lavatories and toilets;
- n. Clean any and all bathroom fixtures;
- o. Clean shelves and lavatory counters;
- p. Refill all bathroom receptacles and leave adequate supply of materials;
- q. Clean showers (if applicable);
- r. Report all maintenance problems to the Facility Manager;
- s. Empty all exterior smoking or ashtray receptacles; and
- t. Remove spider webs in every room, regardless of location.

2. Floors

- a. All hard surface floors shall be swept or dust-mopped;
- b. All carpets shall be vacuumed with commercial vacuuming equipment;
- c. All stairs shall be swept and/or vacuumed;
- d. All spills shall be removed from hard surface areas and wet-mopped;
- e. All spills shall be removed from carpet and vacuumed as required;
- f. All exterior entrances shall be swept and all debris or trash removed;
- g. All entrance door mats shall be swept and/or vacuumed;
- h. All areas swept, dust-mopped, wet-mopped or vacuumed shall be left clean and free of noticeable dust, debris or trash.

3. Restrooms

- a. Floors shall be wet-mopped and disinfected;
- b. Toilets shall be cleaned with an acid bowl cleaner;
- c. Lavatories shall be cleaned, sanitized and rinsed thoroughly;
- d. All fixtures, floors and walls shall be cleaned and sanitized;
- e. Shelves and counter tops shall be cleaned and sanitized;
- f. Mirrors shall be cleaned;
- g. Water supply pipe and fitting shall be cleaned;
- h. Stall partitions, doors and walls shall be cleaned and sanitized, and any graffiti shall be removed immediately;
- i. Waste receptacles shall be emptied, cleaned and sanitized;
- j. Towel, toilet and soap receptacles shall be refilled;
- k. Sanitary napkin/tampon dispenser shall be checked and restocked as necessary; and
- l. Toilet bowl deodorizers shall be installed as needed (1 per fixture at all times).

4. Receptacles
 - a. Waste receptacles shall be emptied and resulting debris placed in designated areas, and the custodial staff shall exercise extreme care in placing trash in bins in order not to have trash spills from bins;
 - b. Waste receptacles shall be sanitized and deodorized as necessary;
 - c. Cigarette urns shall be emptied, wiped clean and shall be sifted; and
 - d. Soiled sand in cigarette urns shall be emptied and refilled as required.

5. Dusting
 - a. All chairs, filing cabinets, bookcases, counters, tables, office furniture, etc., shall be cleaned, dusted and/or polished;
 - b. All window sills, ledges, moldings, picture frames, etc., in eyesight, at eye level or within arm's reach, shall be dusted; and
 - c. Specified office machines shall be cleaned and dusted as indicated by building personnel.

6. Glass
 - a. Entrance and office door glass shall be cleaned with commercial glass cleaner and all postings shall be removed; and
 - b. Partition glass shall be cleaned with commercial glass cleaner.

7. Miscellaneous
 - a. Corridor and office walls shall be cleaned as required;
 - b. Hand marks shall be removed from painted surfaces as required;
 - c. Straighten all chairs, desks, tables and other furniture in an orderly fashion;
 - d. Lock exterior entrance doors each evening as designated;
 - e. Clean and straighten lounge area sink of any dirty dishes and coffeepots; and
 - f. Return and clean any coffee cups to lounges.

- B. Weekly Janitorial Services
 1. All hard surface floors shall be mopped with a neutral cleaner;
 2. All hard surface areas shall be spray-buffed as necessary;
 3. Stairs and stairwells shall be wet mopped with a neutral cleaner; and
 4. Maintenance Weekly Schedule Worksheets must be properly filled out and turned in each Monday following a weekly service.

C. Monthly Janitorial Services

1. Wash all interior plate glass windows;
2. Dust and damp clean all interior wall surfaces;
3. Dust all windowsills, ledges, moldings, picture frames, etc.;
4. Vacuum dust from all heat and air vents;
5. Vacuum dust from all blinds;
6. Areas requiring additional coats of wax shall be waxed; and
7. Maintenance Monthly Schedule Worksheets must be properly filled out and turned in on the first business day following the Monthly Service.

D. Quarterly Janitorial Services

1. All hard surface floors shall be stripped and waxed with a wax approved by the Facilities Manager and then machine polished. Care shall be exercised during the above operation in order to not damage office furniture, walls, etc. Heavy accumulations of wax shall be removed from corners, under furniture or around baseboards;
2. All carpeted areas shall be shampooed with a system approved by the Facilities Manager; and
3. Maintenance Quarterly Schedule Worksheets must be properly filled out and turned in on the first business day following the Quarterly Service.

E. Three (3) Times Per Year (January, May, September) Janitorial Services

To be determined by the Facilities Manager – Wash all exterior window glass accessible at ground level. Upper level exterior windows shall be cleaned with the proper equipment (ladder, sponge, and squeegee).

F. Semi-annual Janitorial Services

1. Vacuum all curtains and draperies; and
2. Clean lighting fixtures of dust and insects.

G. Optional Janitorial Services

1. Contractors may include optional services available in addition to the janitorial contract for occasional needs of specialty crews to provide carpet, upholstery, or work station fabric panel cleaning, washing of interior and exterior upper windows and frames, washing window blinds, cleaning refrigerators or other tasks outside of the general scope of work.
2. Contractors including optional services should also provide information on the method, supplies, materials, equipment, labor, as well as frequency and pricing for said services.

H. Contractor shall follow City's "Green" cleaning policy. This policy is attached as Exhibit E to this RFP and herein incorporated by reference.

I. Supplies. Contractor shall furnish the "Green" cleaning chemicals and supplies. Contractor is also asked to quote a monthly rate for additional optional supplies. A list of these frequently used supplies is attached as Exhibit F to this RFP and herein incorporated by reference.

IV. Employee Recruitment

The Contractor shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during the scheduled times indicated. The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the City's Facilities Manager shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, staff shall have the ability to:

- A. Read, write, speak and understand the English language;
- B. Have the necessary public relation skills to deal with employees and customers in a professional, courteous, businesslike manner;
- C. Pass a criminal background check; and
- D. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.

V. Employee Acceptance by the City

The City will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. The City reserves the right to require the Contractor to remove any janitorial personnel from further duty at City facilities, without cause and without the right to recover damages by such janitorial employee or by the Contractor from the City. The Contractor shall promptly remove and replace an individual janitorial employee when requested to do so by the City.

VI. Uniform and Appearance Standards

The Contractor's employees shall be neat and clean in appearance and shall wear a uniform and/or other identification that clearly identifies them as an employee of the Contractor.

VI. Contractor Obligations

The successful contractor shall be responsible for all coordination, and supervision of personnel associated with the janitorial services at the City facilities. These activities include, but may not be limited to, the following:

- A. Recruit, screen, and train personnel.
- B. The Contractor shall be required to maintain a personnel folder on all personnel employed pursuant to this Agreement. Only personnel for whom the following information is on record may be assigned to a City site. The folder shall contain the following information:
 1. Employee name;
 2. Employee home address;
 3. Copy of Employment Eligibility form 1-9;
 4. Documentation of prior employment; and
 5. Results of criminal record check.

These records shall be submitted to the City Clerk prior to an employee's assignment to perform the Services, and at any other time at the City's request.

- C. Provide a Project Manager who shall be responsible for the performance of the Services and remain the Contractor's contact person for the duration of the Agreement. The Project Manager shall establish a routine for communications with the City's Facilities Manager to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Facilities Manager. The Project Manager shall contact the Facilities Manager to review overall performance, receive special instructions regarding cleaning items, or discuss other pertinent items regarding the Services and the Contractor's performance.
- D. Furnish all supplies, materials, and equipment necessary for the proper performance of the Services. Supplies and materials include, but are not limited to, brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish, waxes, stripper, metal and furniture polish and any other compounds necessary to properly maintain the premises. Furnish all trash bags, hand towels, toilet paper, soap, urinal screens and pucks, feminine hygiene products, etc. as required. At a minimum, the quality of these supplies and materials shall be in conformance with applicable State specifications. The Contractor shall not use any material or supplies which the Facilities Manager determines would be unsuitable for the purpose intended, or offensive or harmful to any part of the facility, its contents, equipment, employees or patrons. A list of frequently used supplies is attached as Exhibit F to this RFP.

- E. Provide all necessary cleaning equipment including, but not limited to, buffing machines, industrial type vacuum cleaners, carpet extractors and any other equipment needed for the performance of the work of this contract. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Facilities Manger, which shall not be unreasonably withheld. Equipment deemed by the Facilities Manager to be of improper type or design or inadequate for the purpose intended shall be replaced by the Contractor.
- F. Provide to the Facilities Manager, and post in janitorial closets, Material Safety Data Sheets (MSDSs) for all chemicals used or stored in the buildings.
- G. Provide hazardous chemical communications training to contractor's personnel and proof of training to the Facilities Manager.
- H. Provide adequate field supervision to ensure janitorial staff arrive at assigned posts on time, perform their duties throughout their assigned shift and provide backup as needed during all required hours. A detailed plan for providing supervision must be included with proposal.
- I. Develop an internal monitoring system to ensure service quality and which shall include regularly scheduled written inspections with a copy to the Facilities Manager. The Facilities Manager may choose to inspect with the Contractor.
- J. Evaluate staff performance.
- K. Break down any cardboard boxes generated by supplies, materials, equipment, and other consumables and place in the dumpster area for recycling.
- L. Report vandalism and/or damage to the City's property to the Facilities Manager immediately upon discovery.
- M. Submit with monthly invoice a notarized statement from the contractor and subcontractors, if any, certifying that prevailing wages have been paid.
- N. Inform employees that the City's equipment, including buffers, scrubbers, sweepers, vacuums, office equipment, telephones, computers, exercise equipment, etc., shall not be used by the Contractor or the Contractor's employees.
- O. Furnish a replacement employee in the event of sickness or absence.

VII. The City's Obligations

The City will be responsible for providing direction to the Contractor. These activities include, but are not limited to, the following:

- A. Identify the City Clerk at the time of award. The City Clerk will have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than City authorized personnel will not be accepted or paid for by the City.
- B. Furnish electrical power at existing power outlets for the Contractor's use to operate equipment as is necessary in the conduct of the required work. Hot and cold water will be made available as necessary.
- C. Provide storage for the Contractor to store any necessary supplies, materials and equipment.
- D. Establish time and frequency of direct meetings with the Contractor's Project Manager.
- E. Schedule inspections with the contractor's Project Manager. Quality service and strict adherence to the Agreement will be expected from the contractor.

VIII. Security

- A. The Police and Court Building shall be cleaned between the hours of 8:00 a.m. and 5:00 p.m. only. All other buildings shall be cleaned after normal City working hours.
- B. Security may not be breached by propping open any entryway.
- C. Keys and/or card access to various areas of the facilities will be made accessible to the Contractor, but shall not be removed from the premises. All costs accrued by the City in reinstating facility security occasioned by loss of facility keys due to the Contractor's and/or its employees' negligence will be billed to the Contractor.
- D. The Contractor will be given instructions on the City's sign-in/out procedures. It shall be the Contractor's responsibility to assure procedures are strictly followed.
- E. Upon completion of activities each day, the Contractor shall be responsible for securing all entries to offices and to buildings prior to departure. The Contractor shall ensure that only its properly identified employees listed with the City Clerk are permitted on the premises during the performance of daily duties. The Contractor will be held accountable for damages or breaches of security caused by its employees.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND

[Fee Proposal]

See following page(s).

Fee Proposal

Building: _____

Basic monthly rate, per routine requirements as specified herein \$ _____/month

Optional Services:

Describe: \$ _____

Supplies (see attached list) \$ _____/month

Payment Terms (See Section I, 6 of the RFP Section A)

_____ % Net _____

EXHIBIT E
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND

[City's "Green" Cleaning Policy]

Green Cleaning Policy and Program Plan
LEED for New Construction v2.2
November 18, 2010

SECTION 1: SCOPE

This Policy and Plan addresses environmental best practices for cleaning the interior of the City of Tolleson Facilities. Specifically, it addresses purchasing sustainable cleaning, hard-floor and carpet products, and entryway systems; developing and implementing standard operating procedures for effective cleaning; promoting and improving hand hygiene; developing guidelines for handling cleaning chemicals; developing staffing and employee training requirements; collecting and addressing occupant feedback; and establishing procedures for use of chemical concentrates and dilution systems.

SECTION 2: GOALS

The goal of this Green Cleaning Policy and Plan is to reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particle contaminants, which adversely impact air quality, health, building finishes, building systems and the environment.

SECTION 3: RESPONSIBLE PARTIES

Jason Earp, the Field Operations Director is responsible for developing and managing the implementation of the Green Cleaning Policy and Plan.

Personnel involved with various elements of the green cleaning program shall carry out their tasks according to this policy, and report all relevant activities to the aforementioned parties. To ensure an effective and coordinated effort, the building staff responsible for overseeing the Green Cleaning Policy and Plan shall review all proposed cleaning activities before implementation.

Green cleaning strategies for the property shall include be performed by in-house staff and/or outside contractual services.

SECTION 4: QUALITY ASSURANCE CONTROL PROCESS

The party(ies) responsible shall periodically evaluate the success of the Green Cleaning Policy and Plan. This evaluation may include producing and providing a report on an annual basis to senior management. Whenever possible, the annual report shall include an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of its implementation.

Prior to implementation, the responsible party(ies) shall review all proposed cleaning activities. Upon reviewing proposed activities, the responsible party(ies) shall determine if they meet the criteria of the Green Cleaning Policy and approve or deny action.

The responsible party(ies) shall regularly communicate with all cleaning staff, and conduct regular site inspections and evaluations to ensure that the Green Cleaning Policy and Plan is in place and functioning as intended. In addition to ongoing quality control measures, the Field Operations Director will review all practices and products (typically annually) to identify opportunities for improvement and expansion of environmentally friendly practices.

SECTION 5: CLEANING PRODUCTS

PERFORMANCE METRICS AND MEASUREMENT

The practices listed below shall be implemented, to the extent practicable, with a target goal of 60% of products complying, based on cost.

PRACTICES TO OPTIMIZE USE OF SUSTAINABLE CLEANING PRODUCTS

Cleaning products and materials, including hard-floor and carpet-care products, used at the City of Tolleson Facilities shall, when possible, meet the requirements set forth in this document.

Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard-floor cleaners, carpet cleaners, general-purpose cleaners, specialty cleaners, odor control, disinfectants, disposable janitorial paper products and trash bags, and hand soaps.

Sustainable Cleaning Products and Materials Criteria:

- The cleaning products meet one or more of the following standards for the appropriate category:
 - o Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaner use for industrial and institutional purposes
 - o Environmental Choice CCD-110, for cleaning and degreasing compounds
 - o Environmental Choice CCD-146, for hard-surface cleaners
 - o Environmental Choice CCD-148, for carpet and upholstery care.

- Disinfectants, metal polish, floor finishes, strippers or other products not addressed by GS-37 or Environmental Choice CCD-110, 146, or 148 shall meet at least one of the following standards for the appropriate category:
 - o Green Seal GS-40, for industrial and institutional floor-care products
 - o Environmental Choice CCD-112, for digestion additives for cleaning and odor control
 - o Environmental Choice CCD-113, for drain or grease-trap additives
 - o Environmental Choice CCD-115, for odor-control additives
 - o Environmental Choice CCD-147, for hard-floor care
 - o California Code of Regulations maximum allowable VOC levels for the specific product category.

- Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable product category:
 - o U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
 - o Green Seal GS-09, for paper towels and napkins
 - o Green Seal GS- 01, for tissue paper
 - o Environmental Choice CCD-082, for toilet tissue
 - o Environmental Choice CCD-086, for hand towels
 - o Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.

- Hand soaps meet one or more of the following standards:
 - o No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements)
 - o Green Seal GS-41, for industrial and institutional hand cleaners
 - o Environmental Choice CCD-104, for hand cleaners and hand soaps.

SECTION 6: HARD-FLOOR AND CARPET MAINTENANCE

PERFORMANCE METRICS AND MEASUREMENT

Floor-care maintenance shall consistently be performed according to written protocols, without exception. QC checks will be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE HARD-FLOOR AND CARPET MAINTENANCE

- The floor and carpet maintenance program at the City of Tolleson Facilities is designed to use few, or no, harmful chemicals; remove and eliminate irritating dust, dirt and other contaminants; and protect and preserve floors.
- To minimize chemical use, the City of Tolleson Facilities has reduced the frequency of stripping or removing coatings and is able to maximize the floor's longevity, thereby conserving cleaning and floor restoration materials and minimizing occupants' exposure to harmful chemicals.

- A written floor maintenance plan and log shall be maintained, which details the number of coats of floor finish being applied as the base and other applications (top coat), along with all relevant maintenance/restoration practices and the dates and duration of these activities.

SECTION 7: ENTRYWAY SYSTEMS

PERFORMANCE METRICS AND MEASUREMENT

Protocols promoting effective use of entryway systems shall be wholly adopted. Quality control checks shall be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE USE AND MAINTENANCE OF ENTRYWAY SYSTEMS

All entryways and entrances into the City of Tolleson Facilities are equipped with walk-off mats:

- The walk-off mats shall be professionally cleaned on a weekly basis and thoroughly vacuumed onsite on a daily basis. The flooring beneath the mats shall be vacuumed and mopped on a daily basis as well.
- Secondary entrances shall also have walk-off mats to capture initial loose particles entering the building. These mats must be vacuumed daily, and the floor beneath shall be vacuumed and mopped on a daily basis.

SECTION 8: HAND HYGIENE

PERFORMANCE METRICS AND MEASUREMENT

Protocols promoting hand hygiene shall be wholly adopted. QC checks will be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE HAND HYGIENE

- All restroom facilities, including those in guest rooms, public areas and back-of-house spaces shall include appropriate hand soaps. (See Section 5.)
- Per regulations, hand-hygiene notices will be placed in all employee rest rooms

SECTION 9: HANDLING AND STORAGE OF CLEANING CHEMICALS

PERFORMANCE METRICS AND MEASUREMENT

Protocols governing safe handling and storage of cleaning chemicals shall be wholly adopted. QC checks will be used to ensure 100% adoption.

PRACTICES TO OPTIMIZE HANDLING AND STORAGE OF CLEANING CHEMICALS
The following protocols have been established to mitigate spills, leaks and mismanagement.

Storage

- Cleaning chemicals are stored in a single-locked janitorial closet on the ground floor. Workers access chemicals at the beginning of their shift and as needed.

Chemical Dilution systems

(See Section 11)

MSDS Storage

- The cleaning chemical supplier is required to provide accurate MSDSs for all chemicals delivered to the building.
- MSDSs are filed, in duplicate, in the Janitor's Closet and the reception area in clearly labeled binders.
- The cleaning chemical supplier maintains a toll-free hotline that can be called in the event of spills or accidents to access safety data and protocols.

Emergency Procedures

In case of an emergency, workers are instructed to dial 911.

SECTION 10: USE OF CHEMICAL CONCENTRATES AND DILUTION SYSTEMS

PERFORMANCE METRICS AND MEASUREMENT

Dilution systems and chemical concentrates shall be wholly utilized for the following product types:

- Green Solutions Neutral Disinfecting Cleanser
- Clean by Peroxy
- Green Solutions Industrial Cleaner
- Green Solutions Carpet Cleaner
- BioRenewables Glass Cleaner

PRACTICES TO OPTIMIZE USE OF CHEMICAL CONCENTRATES AND DILUTION SYSTEMS

Chemical concentrates and dilution systems are used according to the procedures below to minimize risk to staff and occupants, and to conserve resources.

Dilution System Description

Dilution system shall provide pre-measured dilution within each Janitor Closet. Supplier shall confirm proper function of dilution system quarterly.

SECTION 11: VULNERABLE BUILDING OCCUPANTS

To protect vulnerable building occupants, such as pregnant women, children, asthmatics, elderly occupants, individuals with allergies and highly sensitive individuals, cleaning staff from the City of Tolleson Police and Courts Facility shall use only low/no VOC cleaning products; they shall perform routine cleaning and floor restoration activities after working hours when the majority of occupants have left the building; the staff shall limit the number of cleaning chemicals used in the building; and they shall maintain a high level of cleanliness thus minimizing the presence of irritants.

SECTION 12: STAFFING AND TRAINING

PERFORMANCE METRICS AND MEASUREMENT

All cleaning personnel shall receive regular training. Vendors shall supply evidence of compliance with training requirements prior to contract award or renewal.

PRACTICES TO OPTIMIZE STAFFING AND TRAINING

All cleaning staff and managers shall receive environmental safety and health training, addressing, at minimum, hazards associated with the use, disposal and recycling of cleaning chemicals, dispensing equipment and packaging.

Training Topics

- Employee safety and health compliance as it relates to the cleaning program
- Regulatory compliance standards—OSHA, EPA, and other local, state, and federal rules and regulations
- Unsafe attitudes and conditions in the work place through Job Safety Analysis—OSHA JSA or JHA (Job Hazard Analysis)
- Safe chemical storage and handling
- Disposal and recycling of cleaning chemicals, dispensing equipment and packaging

Annual Training Hours

All workers shall receive 4 hours of training annually.

Staffing Plan

To meet cleaning objectives within the building, minimum staffing requirements must be met. Factors such as occupancy rates, seasonal variations and other considerations should be taken into account when adjusting the staffing plan.

SECTION 13: OCCUPANT FEEDBACK AND EVALUATION OF NEW TECHNOLOGIES

PERFORMANCE METRICS AND MEASUREMENT

All guests and employees shall have a mechanism by which to provide feedback on cleaning practices.

PRACTICES TO OPTIMIZE OCCUPANT FEEDBACK AND EVALUATE NEW TECHNOLOGIES AND PROCEDURES

The City of Tolleson Facilities has implemented an electronic collection system for gathering occupants' feedback about the green cleaning program. Occupants are encouraged to alert the management to any issues relating to the green cleaning program. In addition, management regularly researches and integrates new green cleaning technologies into the building's green cleaning procedures.

SECTION 16: TIME PERIOD

This policy shall take effect on March 22, 2012 and shall continue indefinitely or until amended and/or replaced by a subsequent green cleaning policy.

EXHIBIT F
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND

[List of frequently used supplies]

APPROVED PRODUCT LIST

The products listed below are approved for use. Products beyond those listed here must be submitted for approval prior to use.

Product Type	Manufacturer/Product Name	Sustainability Criteria Met
TriBase Multipurpose Cleaner	BioRenewables Biobased Cleaning Products by Spartan	Green Seal
Glass Cleaner	BioRenewables Biobased Cleaning Products by Spartan	Green Seal
Lite 'n Foamy Sunflower Fresh hand, hair and body wash	BioRenewables Biobased Cleaning Products by Spartan	Green Seal
All Purpose Cleaner	Green Solutions by Spartan	Green Seal
Glass Cleaner	BioRenewables Glass Cleaner by Spartan	Green Seal
Carpet Cleaner	Green Solutions by Spartan	Green Seal
Floor Seal & Finish	Green Solutions by Spartan	Green Seal
Floor Finish Remover	Green Solutions by Spartan	Green Seal
Industrial Cleaner	Green Solutions by Spartan	Green Seal
Hand Cleaner	Clean by Peroxy - Spartan	Green Seal

REQUEST FOR PROPOSALS

JANITORIAL SERVICES

FO 11-01

Addendum No. 1

Date: December 22, 2011

From: Chris Hagen, City Clerk

Subject: Addendum No. 1 to Request for Proposals No. FO 11-01 (the "RFP")

Proposal Due Date and Time: (REVISED) **January 6, 2012**, 3:00 P.M. local time, Phoenix, Arizona

SCOPE

This Addendum forms a part of the RFP and the resulting Agreement and clarifies, corrects, or modifies the original RFP documents prepared by the City of Tolleson. Any capitalized terms used herein and not otherwise defined shall have the meanings set forth in the RFP. Please acknowledge receipt of this addendum in the space provided on the attached form. This acknowledgment and addendum must accompany the submitted proposal. Failure to do so may subject the Vendor to disqualification.

This Addendum No. 1 consists of modifications to (i) the Solicitation Information and Schedule; (ii) Section A of the RFP; (iii) the Scope of Work, attached as Exhibit C to the sample Professional Services Agreement; (iv) the Fee Proposal, attached as Exhibit D to the sample Professional Services Agreement; and (v) the List of Frequently Used Supplies attached as Exhibit F to the sample Professional Services Agreement. In the event of a conflict between the terms of the original RFP documents and this Addendum No. 1, the terms of this Addendum shall prevail.

Any technical questions concerning this Addendum shall be directed in writing (facsimile questions are acceptable) to:

City of Tolleson
9555 W. Van Buren Street
Tolleson, AZ 85353

ATTN: Jason Earp, Field Operations Director
Phone: (623) 478-8730
Fax: (623) 907-0902

ADDENDUM

1. The Final Date for Inquiries is hereby changed to **December 30, 2011**.

2. The Due Date and Time is hereby changed to **January 6, 2012, 3:00 p.m.** (local time, Phoenix, Arizona).
3. The Shortlist Announced for Oral Interviews (if necessary) is hereby changed to **January 9, 2012.**
4. The Oral Interviews date (if necessary) is hereby changed to **January 11, 2012.**
5. Section I, 11.2, No Discrimination, on page A-4 of the RFP Section A is hereby deleted in its entirety and the remainder of Section 11 is renumbered accordingly.
6. Section II, 5, Pricing, on page A-8 of the RFP Section A is hereby amended as follows:

Section 5: Pricing

20 pts

Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.6 in a separate, sealed envelope enclosed with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit D of the sample Professional Services Agreement. Pricing for each building set forth in the Scope of Work shall be separated and not added together. The Fee Proposal shall list the individual cost for each of the BUILDINGS. THE PRICE OF THE SERVICE FOR EACH BUILDING SHALL INCLUDE THE COST OF ANY SUPPLIES OR MATERIALS NOT PROVIDED BY THE CITY BUT THAT ARE NECESSARY TO PERFORM THE SERVICES. THE PROPOSAL SHOULD CONTAIN A BREAKDOWN OF THE COMPONENTS COMPRISING THE MONTHLY RATE. ~~program expenses. and shall be provided in a spreadsheet format to enable the City staff to determine (A) total labor hours, (B) key project team member(s) proposed for each task and sub-task and (C) number of management, engineering, technical, drafting and support personnel hours proposed for the Project. The hourly rate, name of the team member and staff classification shall be included in the spreadsheet. Identify all other costs to billed to the Project, including Project expenses (no mark-up on expenses will be allowed) and subcontractor fees.~~

7. A new Section IV, Optional Services, is added on page A-9 of the RFP Section A as follows, and the remainder of the Sections in RFP Section A is renumbered accordingly:

IV. OPTIONAL SERVICES.

Vendor may submit proposals for one or more of the optional services set forth in Section X of the Scope of Work, attached as Exhibit C to the sample Professional Services Agreement. These options will be considered as separate and in addition to the Services described in the remainder of the Scope of Work. Vendor shall itemize any optional services separately from the Services included in the remainder of the Scope of Work and in accordance with the Fee Proposal, attached as Exhibit D to the

sample Professional Services Agreement. The price of the optional services shall include the cost of any materials necessary to complete the service. In submitting proposals for optional services, Vendors should provide information on the method, supplies, materials, equipment, labor and pricing for such services.

8. Section IV, Vendor Information Form, is hereby renumbered as Section V in accordance with Section 7 of this Addendum.
9. The Scope of Work attached as Exhibit C to the sample Professional Services Agreement of the RFP is hereby amended as set forth in the Scope of Work attached to this Addendum No. 1 as Exhibit 1 and incorporated herein by this reference.
10. The Fee Proposal attached as Exhibit D to the sample Professional Services Agreement of the RFP is hereby deleted in its entirety and replaced with the Fee Proposal attached to this Addendum No. 1 as Exhibit 2 and incorporated herein by this reference.
11. The List of Frequently Used Supplies attached as Exhibit F to the sample Professional Services Agreement of the RFP is hereby deleted in its entirety and replaced with the List of Frequently Used Supplies attached to this Addendum No. 1 as Exhibit 3 and incorporated herein by this reference.

EXHIBIT 1
TO
ADDENDUM NO. 1
TO
REQUEST FOR PROPOSALS JANITORIAL SERVICES

[Scope of Work]

See following pages.

NOTE: THE FINAL SCOPE OF WORK WILL BE REVISED AND COMPLETED SUBJECT TO NEGOTIATIONS WITH THE SELECTED CONTRACTOR AND APPROVAL BY THE CITY.

Scope of Work for Janitorial Services

I. Introduction; Purpose. Contractor shall provide all necessary labor, supervision, materials, equipment, and supplies to satisfactorily perform janitorial services for five City buildings (the “Services”). The City takes pride in providing an exceptionally clean, safe and aesthetically pleasing environment at all times for its patrons and employees. The City expects the Contractor to demonstrate this same pride in the Services performed. The Contractor shall maintain clean and safe environment throughout the contract period. CONTRACTOR SHALL PROVIDE SERVICES FOR ALL CITY BUILDINGS ON BUSINESS DAYS ONLY AND NOT ON HOLIDAYS; PROVIDED, HOWEVER, THAT CONTRACTOR SHALL PROVIDE SERVICES FOR THE POLICE OFFICES IN THE POLICE AND COURT BUILDING EVERY DAY, INCLUDING NON-BUSINESS DAYS AND HOLIDAYS. ~~The Contractor may use weekends and/or holidays to accomplish weekly, monthly, or semi-annual Services as approved by the City.~~

A. The City currently has five buildings requiring Services: City Hall, Fire, Police and Court, ~~and~~ Boys & Girls Club, and Field Operations.

B. Square footage for each building is as follows:

1. City Hall Complex	20,335 sq ft
2. Fire (Administration only)	2,650 sq ft
3. Police and Court	12,514 sq ft
4. Boys and Girls Club	15,594 sq ft
5. Field Operations	2,699 sq ft

II. REQUIREMENTS; SCHEDULING. No minimum manpower requirements shall be placed on the Contractor in relation to the number of Services required. The Contractor shall have each facility, as listed, in ~~first-rate~~ THE condition REQUIRED according to the specifications on each working day unless otherwise stated or specified herein. The Contractor is encouraged to schedule Services for each facility whereby supervision of personnel and security of the facility will be maintained at all times. The Contractor shall coordinate evening Services with the parties responsible for management of facility. Services shall be coordinated and scheduled to prevent interference or disturbance of City business, such as meetings held in certain areas of the facility during the servicing period.

III. DESCRIPTION OF THE SERVICES. ~~The following is a description of the janitorial services sought:~~

A. Daily Janitorial Services

1. General

- a. Empty trash receptacles;
- b. Sweep and mop hard surface floors;
- c. Vacuum carpets and rugs;
- d. Sweep and remove trash from entrance areas and patios;
- e. Sweep entrance mats;
- f. Clean and dust furniture;
- g. Straighten and/or realign moved or misplaced furniture;
- h. Clean glass doors;
- i. Clean partitions;
- j. Clean and sanitize drinking fountains;
- k. Clean mirrors;
- l. Wet mop and disinfect bathroom floors;
- m. Clean and disinfect lavatories and toilets;
- n. Clean any and all bathroom fixtures;
- o. Clean shelves and lavatory counters;
- p. Refill all bathroom receptacles and leave adequate supply of materials;
- q. Clean showers (if applicable);
- r. Report all maintenance problems to the Facility Manager;
- s. Empty all exterior smoking or ashtray receptacles; and
- t. Remove spider webs in every room, regardless of location.

2. Floors

- a. All hard surface floors shall be swept or dust-mopped;
- b. All carpets shall be vacuumed with commercial vacuuming equipment;
- c. All stairs shall be swept and/or vacuumed;
- d. All spills shall be removed from hard surface areas and wet-mopped;
- e. All spills shall be removed from carpet and vacuumed as required;
- f. All exterior entrances shall be swept and all debris or trash removed;
- g. All entrance door mats shall be swept and/or vacuumed;
- h. All areas swept, dust-mopped, wet-mopped or vacuumed shall be left clean and free of noticeable dust, debris or trash.

3. Restrooms

- a. Floors shall be wet-mopped and disinfected;
- b. Toilets shall be cleaned with an acid bowl cleaner;
- c. Lavatories shall be cleaned, sanitized and rinsed thoroughly;
- d. All fixtures, floors and walls shall be cleaned and sanitized;
- e. Shelves and counter tops shall be cleaned and sanitized;

- f. Mirrors shall be cleaned;
- g. Water supply pipe and fitting shall be cleaned;
- h. Stall partitions, doors and walls shall be cleaned and sanitized, and any graffiti shall be removed immediately;
- i. Waste receptacles shall be emptied, cleaned and sanitized;
- j. Towel, toilet and soap receptacles shall be refilled;
- k. Sanitary napkin/tampon dispenser shall be checked and restocked as necessary; and
- l. Toilet bowl deodorizers shall be installed as needed (1 per fixture at all times).

4. Receptacles

- a. Waste receptacles shall be emptied and resulting debris placed in designated areas, and the custodial staff shall exercise extreme care in placing trash in bins in order not to have trash spills from bins;
- b. Waste receptacles shall be sanitized and deodorized as necessary;
- c. Cigarette urns shall be emptied, wiped clean and shall be sifted; and
- d. Soiled sand in cigarette urns shall be emptied and refilled as required.

5. Dusting

- a. All chairs, filing cabinets, bookcases, counters, tables, office furniture, etc., shall be cleaned, dusted and/or polished;
- b. All window sills, ledges, moldings, picture frames, etc., in eyesight, at eye level or within arm's reach, shall be dusted; and
- c. Specified office machines shall be cleaned and dusted as indicated by building personnel.

6. Glass

- a. Entrance and office door glass shall be cleaned with commercial glass cleaner and all postings shall be removed; and
- b. Partition glass shall be cleaned with commercial glass cleaner.

7. Miscellaneous

- a. Corridor and office walls shall be cleaned as required;
- b. Hand marks shall be removed from painted surfaces as required;
- c. Straighten all chairs, desks, tables and other furniture in an orderly fashion;
- d. Lock exterior entrance doors each evening as designated;
- e. Clean and straighten lounge area ~~sink of any dirty dishes and coffeepots; and~~

f. ~~Return and clean any coffee cups to lounges.~~ CONTRACTOR IS NOT RESPONSIBLE FOR CLEANING OR STRAIGHTENING ANY DISHWARE OR SILVERWARE;

G. CLEAN THE EXTERIORS OF THE REFRIGERATORS AND MICROWAVES; AND

H. CLEAN THE MIRROR, DOOR AND FLOOR OF THE POLICE DEPARTMENT FITNESS ROOM IN THE POLICE AND COURT BUILDING.

B. Weekly Janitorial Services

1. All hard surface floors shall be mopped with a neutral cleaner;
2. All hard surface areas shall be spray-buffed as necessary;
3. Stairs and stairwells shall be wet mopped with a neutral cleaner; and
4. Maintenance Weekly Schedule Worksheets must be properly filled out and turned in each Monday following a weekly service.

C. Monthly Janitorial Services

1. Wash all interior GROUND ACCESSIBLE plate glass windows;
2. Dust and damp clean all interior wall surfaces;
3. Dust all windowsills, ledges, moldings, picture frames, etc.;
4. Vacuum dust from all heat and air vents;
5. Vacuum dust from all blinds;
6. Areas requiring additional coats of wax shall be waxed; and
7. Maintenance Monthly Schedule Worksheets must be properly filled out and turned in on the first business day following the Monthly Service.

D. Quarterly Janitorial Services

1. All hard surface floors shall be stripped and waxed with a wax approved by the Facilities Manager and then machine polished. Care shall be exercised during the above operation in order to not damage office furniture, walls, etc. Heavy accumulations of wax shall be removed from corners, under furniture or around baseboards;
2. All carpeted areas shall be shampooed with a system approved by the Facilities Manager; and

3. Maintenance Quarterly Schedule Worksheets must be properly filled out and turned in on the first business day following the Quarterly Service.

~~E. Three (3) Times Per Year (January, May, September) Janitorial Services~~

~~To be determined by the Facilities Manager—Wash all exterior window glass accessible at ground level. Upper level exterior windows shall be cleaned with the proper equipment (ladder, sponge, and squeegee).~~

E F. Semi-annual Janitorial Services

1. Vacuum all curtains and draperies; and
2. Clean lighting fixtures of dust and insects.

~~G. Optional Janitorial Services~~

~~1. Contractors may include optional services available in addition to the janitorial contract for occasional needs of specialty crews to provide carpet, upholstery, or work station fabric panel cleaning, washing of interior and exterior upper windows and frames, washing window blinds, cleaning refrigerators or other tasks outside of the general scope of work.~~

~~2. Contractors including optional services should also provide information on the method, supplies, materials, equipment, labor, as well as frequency and pricing for said services.~~

F H. “GREEN” CLEANING POLICY. Contractor shall follow City’s “Green” cleaning policy. CONTRACTOR SHALL CLEAN THE BUILDINGS WITH GREEN SEAL CERTIFIED PRODUCTS PROVIDED BY THE CITY, AS APPLICABLE. This policy is attached as Exhibit E to this RFP-AGREEMENT and herein incorporated by reference.

G I. Supplies. OTHER THAN THE GREEN SEAL CERTIFIED PRODUCTS PROVIDED BY THE CITY, Contractor shall USE ITS OWN SUPPLIES AND ~~furnish~~ IS ENCOURAGED TO USE “Green SEAL” CERTIFIED cleaning chemicals and supplies TO CLEAN THE BUILDINGS. ~~Contractor is also asked to quote a monthly rate for additional optional supplies.~~ A list of these frequently used supplies is attached as Exhibit F to this RFP AGREEMENT and herein incorporated by reference.

IV. Employee Recruitment. The Contractor shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during the scheduled times indicated. The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the City’s Facilities Manager shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, staff shall have the ability to:

- A. Read, write, speak and understand the English language;
- B. Have the necessary public relation skills to deal with employees and customers in a professional, courteous, businesslike manner;
- C. Pass a criminal background check; and
- D. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.

V. Employee Acceptance by the City. The City will be the sole judge of the efficiency and acceptability of each OF CONTRACTOR'S ~~janitorial~~ employee's performance while on site. The City reserves the right to require the Contractor to remove any janitorial personnel from further duty at City facilities, without cause and without the right to recover damages by such janitorial employee or by the Contractor from the City. The Contractor shall promptly remove and replace an individual janitorial employee when requested to do so by the City.

VI. Uniform and Appearance Standards. The Contractor's employees shall be neat and clean in appearance and shall wear a uniform and/or other identification that clearly identifies them as an employee of the Contractor.

VII ~~VI~~. Contractor Obligations. The successful Contractor shall be responsible for all coordination, and supervision of personnel associated with the janitorial services at the City facilities. These activities include, but may not be limited to, the following:

- A. Recruit, screen, and train personnel.
- B. The Contractor shall be required to maintain a personnel folder on all personnel employed pursuant to this Agreement. Only personnel for whom the following information is on record may be assigned to a City site. The folder shall contain the following information:
 - 1. Employee name;
 - 2. Employee home address;
 - 3. Copy of Employment Eligibility form 1-9;
 - 4. Documentation of prior employment; and
 - 5. Results of criminal record check.

These records shall be submitted to the City Clerk prior to an employee's assignment to perform the Services, and at any other time at the City's request.

C. Provide a Project Manager who shall be responsible for the performance of the Services and remain the Contractor's contact person for the duration of the Agreement. The Project Manager shall establish a routine for communications with the City's Facilities Manager to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Facilities Manager. The Project Manager shall contact the Facilities Manager to review overall performance, receive special instructions regarding cleaning items, or discuss other pertinent items regarding the Services and the Contractor's performance.

D. ~~Furnish~~ PROVIDE, FOR OWN USE IN PERFORMING THE SERVICES, all supplies, materials, and equipment THAT THE CITY DOES NOT PROVIDE BUT THAT ARE necessary for the proper performance of the Services. Supplies and materials include, but are not limited to, brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, porcelain ware cleaner, ~~liquid and powder detergents, disinfectants, glass cleaner,~~ floor polish, waxes, stripper, metal and furniture polish and any other compounds necessary to properly maintain the premises. ~~Furnish all trash bags, hand towels, toilet paper, soap, urinal screens and pucks, feminine hygiene products etc. as required.~~ At a minimum, the quality of these supplies shall be in conformance with applicable State specifications. The Contractor shall not use any material or supplies which the Facilities Manager determines would be unsuitable for the purpose intended, or offensive or harmful to any part of the facility, its contents, equipment, employees or patrons. A list of frequently used supplies is attached as Exhibit F to this AGREEMENT ~~RFP~~.

E. Provide all necessary cleaning equipment including, but not limited to, buffing machines, industrial type vacuum cleaners, carpet extractors and any other equipment needed for the performance of the work of this contract. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Facilities Manger, which shall not be unreasonably withheld. Equipment deemed by the Facilities Manager to be of improper type or design or inadequate for the purpose intended shall be replaced by the Contractor.

F. Provide to the Facilities Manager, and post in janitorial closets, Material Safety Data Sheets ("MSDSs") for all chemicals used or stored in the buildings.

G. Provide hazardous chemical communications training to Contractor's personnel and proof of training to the Facilities Manager.

H. Provide adequate field supervision to ensure janitorial staff arrive at assigned posts on time, perform their duties throughout their assigned shift and provide backup as needed during all required hours. A detailed plan for providing supervision must be included with proposal.

I. Develop an internal monitoring system to ensure service quality and which shall include regularly scheduled written inspections with a copy to the Facilities Manager. The Facilities Manager may choose to inspect with the Contractor.

J. Evaluate staff performance.

K. Break down any cardboard boxes generated by supplies, materials, equipment, and other consumables and place in the dumpster area for recycling.

L. Report vandalism and/or damage to the City's property to the Facilities Manager immediately upon discovery.

M. Submit with monthly invoice a notarized statement from the Contractor and subcontractors, if any, certifying that prevailing wages have been paid.

N. Inform CONTRACTOR'S employees that the City's equipment, including buffers, scrubbers, sweepers, vacuums, office equipment, telephones, computers, exercise equipment, etc., shall not be used by the Contractor or the Contractor's employees.

O. Furnish a replacement employee in the event of sickness or absence.

VIII ~~VH~~. The City's Obligations. The City will be responsible for providing direction AND CERTAIN PRODUCTS to the Contractor. These activities AND PRODUCTS include, but are not limited to, the following:

A. Identify the City Clerk at the time of award. The City Clerk will have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than City authorized personnel will not be accepted or paid for by the City.

B. Furnish electrical power at existing power outlets for the Contractor's use to operate equipment as is necessary in the conduct of the required work. Hot and cold water will be made available as necessary.

C. Provide storage for the Contractor to store any necessary supplies, materials and equipment.

D. Establish time and frequency of direct meetings with the Contractor's Project Manager.

E. Schedule inspections with the Contractor's Project Manager. Quality service and strict adherence to the Agreement will be expected from the Contractor.

F. PROVIDE TO CONTRACTOR LIQUID AND POWDER DETERGENTS, DISINFECTANTS, GLASS CLEANER, TRASH BAGS, HAND TOWELS, TOILET PAPER, SOAP, URINAL SCREENS AND PUCKS, FEMININE HYGIENE PRODUCTS, ETC., AS REQUIRED.

IX ~~VH~~. Security.

A. ~~The Police and Court Building shall be cleaned between the hours of 8:00 a.m. and 5:00 p.m. only.~~ All other buildings shall be cleaned after normal City working hours, SUCH

THAT ALL CLEANING SERVICES SHALL COMMENCE AFTER 5:00 P.M. AND BE COMPLETED BY 6:00 A.M.

B. Security may not be breached by propping open any entryway.

C. Keys and/or card access to various areas of the facilities will be made accessible to the Contractor, but shall not be removed from the premises. All costs accrued by the City in reinstating facility security occasioned by loss of facility keys due to the Contractor's and/or its employees' negligence will be billed to the Contractor.

D. The Contractor will be given instructions on the City's sign-in/out procedures. It shall be the Contractor's responsibility to assure procedures are strictly followed.

E. Upon completion of activities each day, the Contractor shall be responsible for securing all entries to offices and to buildings prior to departure. The Contractor shall ensure that only its properly identified employees listed with the City Clerk are permitted on the premises during the performance of daily duties. The Contractor will be held accountable for damages or breaches of security caused by its employees.

X. OPTIONAL SERVICES.

A. WINDOW CLEANING: IF THE CONTRACTOR SUBMITTED, AND THE CITY ACCEPTED, A PROPOSAL FOR THIS OPTIONAL SERVICE, CONTRACTOR SHALL PROVIDE WINDOW CLEANING FOR THE UPPER (I.E., NOT GROUND ACCESSIBLE) LEVEL(S) OF THE POLICE AND COURTS BUILDING, THE FIRE (ADMINISTRATION ONLY) BUILDING AND THE CITY HALL COMPLEX BUILDINGS. CONTRACTOR PRICING IS TO BE BY BUILDING AS FOLLOWS:

1. INTERIOR WINDOWS – UPPER LEVEL (NOT GROUND ACCESSIBLE), 3 TIMES PER YEAR.

2. EXTERIOR WINDOWS – UPPER LEVEL (NOT GROUND ACCESSIBLE), 3 TIMES PER YEAR.

B. ON-CALL SANITIZATION: IF THE CONTRACTOR SUBMITTED, AND THE CITY ACCEPTED, A PROPOSAL FOR THIS OPTIONAL SERVICE, CONTRACTOR SHALL PROVIDE ON-CALL SANITIZATION SERVICES FOR CITY FACILITIES AND EQUIPMENT. CITY FACILITIES AND EQUIPMENT INCLUDE, BUT ARE NOT LIMITED TO, JAIL CELLS, HOLDING TANKS, POLICE VEHICLES, SALLY PORTS AND RECEPTION AREAS. RESPONSE TIME FOR THE ON-CALL SANITIZATION SERVICES SHALL BE ONE HOUR FROM THE TIME THE SERVICE CALL IS PLACED. CONTRACTOR SHALL SUPPLY THE EQUIPMENT AND SUPPLIES NECESSARY FOR THE SANITIZATION SERVICES. CONTRACTOR PRICING IS TO BE BASED ON AN HOURLY BASIS COMMENCING WHEN THE CALL IS PLACED AND ENDING WHEN THE SANITIZATION IS COMPLETED TO THE HIGHEST STANDARDS IN THE FIELD.

C. ONE-TIME FLOOR CLEANING: IF THE CONTRACTOR SUBMITTED, AND THE CITY ACCEPTED, A PROPOSAL FOR THIS OPTIONAL SERVICE, CONTRACTOR SHALL PROVIDE A ONE-TIME FLOOR CLEANING OF THE BOYS AND GIRLS CLUB BUILDING AND THE SENIOR CENTER/CAP OFFICE LOCATED WITHIN THE CITY HALL COMPLEX BUILDING. THE ONE-TIME FLOOR CLEANING MUST INCLUDE THE STRIPPING, WAXING AND SEALING OF THE VINYL COMPOSITION TILE FLOORS. ADDITIONALLY, THE FLOORS IN THE SENIOR CENTER/CAP OFFICE MUST BE SCRUBBED AND POLISHED USING A METHOD THAT WILL ACHIEVE A SHEEN OR GLOSS FINISH THAT IS COMPARABLE WITH THE EXISTING GREEN FLOORING MATERIAL.

EXHIBIT 2
TO
ADDENDUM NO. 1
TO
REQUEST FOR PROPOSALS JANITORIAL SERVICES

[Fee Proposal]

See following pages.

Fee Proposal

Vendor Name: _____

Services: By basic monthly rate including the price of any necessary supplies and components comprising monthly rate, per routine requirements as specified. Attach additional sheets if necessary.

A. City Hall Complex \$ _____/month

_____	_____
_____	_____
_____	_____

B. Fire (Administration only) \$ _____/month

_____	_____
_____	_____
_____	_____

C. Police and Court \$ _____/month

_____	_____
_____	_____
_____	_____

D. Boys and Girls Club \$ _____/month

_____	_____
_____	_____
_____	_____

E. Field Operations \$ _____/month

_____	_____
_____	_____
_____	_____

Optional Services: Attach additional sheets if necessary.

A. Window cleaning, by building

1. City Hall Complex

- | | |
|----------------------------------|---------------|
| a. Interior, upper level windows | \$ _____/year |
| b. Exterior, upper level windows | \$ _____/year |

2. Fire (Administration only)

- | | |
|----------------------------------|---------------|
| a. Interior, upper level windows | \$ _____/year |
| b. Exterior, upper level windows | \$ _____/year |

- 3. Police and Court
 - a. Interior, upper level windows \$ _____/year
 - b. Exterior, upper level windows \$ _____/year

- 4. Boys and Girls Club
 - a. Interior, upper level windows \$ _____/year
 - b. Exterior, upper level windows \$ _____/year

- 5. Field Operations
 - a. Interior, upper level windows \$ _____/year
 - b. Exterior, upper level windows \$ _____/year

B. On-Call Sanitization \$ _____/hour

Describe approach: _____

C. One-Time Floor Cleaning \$ _____

Describe approach: _____

EXHIBIT 3
TO
ADDENDUM NO. 1
TO
REQUEST FOR PROPOSALS JANITORIAL SERVICES

[List of Frequently Used Supplies]

See following page.

List of Frequently Used Supplies

APPROVED PRODUCTS LIST

The products listed below are approved for use. Products beyond those listed here must be submitted for approval prior to use.

Product Type	Product Name	Sustainability Criteria Met (*)
TriBase Multipurpose Cleaner	BioRenewables Biobased Cleaning Products	Green Seal
Glass Cleaner	BioRenewables Biobased Cleaning Products	Green Seal
Lite 'n Foamy Sunflower Fresh hand, hair and body wash	BioRenewables Biobased Cleaning Products	Green Seal
All Purpose Cleaner	Green Solutions	Green Seal
Glass Cleaner	BioRenewables Glass Cleaner	Green Seal
Carpet Cleaner	Green Solutions	Green Seal
Floor Seal & Finish	Green Solutions	Green Seal
Floor Finish Remover	Green Solutions	Green Seal
Industrial Cleaner	Green Solutions	Green Seal
Hand Cleaner	Clean by Peroxy	Green Seal

(*) These products meet the Green Seal environmental standard for industrial and institutional cleaners based on its reduced human and environmental toxicity and reduced volatile organic compound content.

Three products are currently being used by the City and will continue to be provided through a dispensing system. However, an equivalent Green Seal product is acceptable:

1. Clean by Peroxy
2. Green Solutions Neutral Disinfectant
3. Bio Renewables Glass Cleaner

**CITY OF TOLLESON
ACKNOWLEDGMENT OF ADDENDA RECEIVED**

REQUEST FOR PROPOSALS

**JANITORIAL SERVICES
FO 11-01**

Addendum No. 1

_____, affirms that ADDENDUM No. 1 has
(Name of Vendor/Designee)
been received and that the information contained in ADDENDUM No. 1 has been incorporated
in formulating the Vendor's Offer.

_____, _____ 2011
Signed Date

Print Name

Title

Company Name

Address

City, State, Zip Code

END OF ADDENDUM No. 1