

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: December 18, 2012

Subject: Award of Bid – Custodial/Janitorial Maintenance Services (City Wide Contract)

Department: Community Services

From: Richard Faust, Community Services General Manager

REQUESTED ACTION

Staff is requesting Council consider awarding the City-wide “Custodial/Janitorial Services” contract to “Accurate Building Maintenance” for a three (3) year contract operation from December 20, 2012 through December 20, 2015.

If the Council desires to approve this item the suggested motion is:

Motion to approve the awarding of the Custodial/Janitorial Services (City-wide) contract to “Accurate Building Maintenance” in the amount of \$226,936.

BACKGROUND

Council recently authorized services for this city wide contract to WCD Enterprises, LLC on August 7, 2012 in the amount of \$217,860. However, the contractor failed to provide quality services to the City, whereby termination of the Contract was imposed on October 15, 2012. The City in an effort to provide continuous custodial services to all facilities, moved quickly towards contacting the next qualified bidder (Accurate Building Maintenance) who indicated that their business would be able to provide services as stated in the bid document for the amount bid at \$226,936 annually. A temporary “Professional Services Contract Agreement” document was submitted through the City Attorney and the City Manager whereby according to the City Financial Operations Guide, provides for the City Manager to authorize emergency services of this type and nature for the continuation of city services up to \$50,000. Therefore, staff submitted contract documents for two (2) months of services from October 20th through December 20th, 2012. This also provided staff a provisional timeframe in order to observe and document services being provided to all municipal facilities. Currently, Accurate Building Maintenance is providing high end quality services to all facilities city-wide.

Current costs for Custodial/Janitorial operations over the past year have been close to \$230,000 including all City facilities and the Recreation Center Building facilities. In final, additional requirements were added into the bid document for additional cleanings and more services at the Recreation Center, Library and other areas of bid requirements for additional carpet and tile cleanings to keep City facilities looking new and maintain overall building systems for health and safety of both staff and the public.

As identified at the August 7, 2012 Council Meeting, four (4) bids were received in July from advertisements as follows with Accurate Building Maintenance identified as the runner-up bidder:

Bid Contractor	Amount
WCD Enterprises, LLC 28150 N. Alma School Pkwy, #103-452 Scottsdale, Arizona 85262	\$217,860.00
Accurate Building Maintenance, LLC 3062 Sheridan St. Las Vegas, Nevada 89102	\$226,936.00
Bradshaw Cleaning Services 3528 S. Amanda Street Flagstaff, Arizona 86001	\$259,694.40
Richardson's LLC 1894 Carpenter Lane Cottonwood, Arizona 86326	\$264,733.20

JUSTIFICATION/BENEFITS/ISSUES

This item (contract service) is an integral part of the FY 2012/13 budget cycle. Costs are born by each department line item budget throughout the City. This bid was advertised as a three (3) year bid package with opportunity for two successive years as authorized by the City Council on a year to year basis beginning December 20, 2015.

Staff did research pertaining to references and current service contracts with various company's throughout the State of Arizona and Nevada with highly positive references identified involving work completed by "Accurate Building Maintenance". Accurate Building Maintenance provides Custodial services to elementary school systems and banks throughout the Prescott, Prescott Valley areas, along with school districts, Universities, and Casino's in the Las Vegas and Henderson, Nevada areas as well.

COST/FUNDING SOURCE

Staff can identify that the next "qualified low bid amount was received at \$226,936.00 from Accurate Building Maintenance, of Las Vegas, Nevada.

REVIEWED BY

City Manager: _____ City Attorney Approval: _____

ATTACHMENTS

Four (4) attachments as follows:

- Exhibit C – Bid Section – Accurate Building Maintenance
- Exhibit D - Bid Sheet – Accurate Building Maintenance
- Current Professional Services Contract Document with Signatures
- Bid Document/Professional Services Agreement Documents

SUMMARY MINUTES
OF THE REGULAR MEETING OF THE COTTONWOOD CITY COUNCIL HELD DECEMBER 18,
2012, AT 6:00 P.M., AT THE CITY COUNCIL CHAMBERS BUILDING, 826 N. MAIN STREET,
COTTONWOOD, ARIZONA.

This summary is a statement of action taken by the Cottonwood City Council at a Regular Meeting pursuant to A.R.S. § 38-431.02(D.), and is being provided as required by A.R.S. § 38-431.01(D.).

Council Members Present: Mayor Diane Joens, Vice Mayor Karen Pfeifer, Council Members Ruben Jauregui, Linda Norman, Terence Pratt, Tim Elinski, and Jesse Dowling.

INTRODUCTION OF NEW EMPLOYEES--FIREFIGHTER TIMOTHY BISHOP

Fire Chief Kuykendall introduced new Firefighter Timothy Bishop.

APPROVAL OF MINUTES

Mayor Joens requested the minutes of the November 6, 2012, meeting be tabled.

The Council unanimously approved the minutes of the special work session of October 30, 2012, special meeting of November 13, 2012, and work session of November 13, 2012.

OLD BUSINESS

ORDINANCE NUMBER 591--AMENDING TITLE 5, BUSINESS TAXES, LICENSES AND REGULATIONS, OF THE MUNICIPAL CODE BY DELETING CHAPTER 5.04, BUSINESS LICENSES, AND ADDING A NEW CHAPTER 5.04, BUSINESS REGISTRATION; REGULATIONS; SECOND & FINAL READING

The Council unanimously approved Ordinance Number 591, which the deletes the current Chapter 5.04 and adds a new Chapter 5.04, Business Licenses, of the Municipal Code, which changes the various business registration fees for the city.

CONSENT AGENDA

LIQUOR LICENSE APPLICATION FOR ERIC S. JURISIN, APPLICANT FOR THE NEW BOCCE RESTAURANT/BAR TO BE LOCATED AT 1060 NORTH MAIN STREET

The Council approved the new liquor license application for Eric S. Jurisin, for the new Bocce Restaurant/Bar to be located at 1060 North Main Street.

AWARD OF BID FOR CITY FACILITIES CUSTODIAL/JANITORIAL MAINTENANCE SERVICES

The Council unanimously approved awarding the city-wide custodial/janitorial services contract to Accurate Building maintenance in the amount of \$226,936 for a three-year contract through December 20, 2015.

NEW BUSINESS

- 2.9. **Cost of Bid Preparation.** City will not reimburse any Bidder the cost of responding to this IFB.
- 2.10. **Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Purchasing Manager. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 2.11. **Bid Acceptance Period.** All bids shall remain open for ninety (90) days after the day of the opening of bids, but City may, at its sole discretion, release any bid and return the bid security (as applicable) prior to that date. No Bidder may withdraw his bid during this period without written permission from the City. Should any Bidder refuse to enter into a contract, under the terms and conditions of the procurement, City may retain the security (as applicable), not as a penalty, but as liquidated damages.
- 2.12. **Term of Contract.** This contract is for a period not to exceed three (3) years beginning on the date of signatures or a pre-arranged start-up date agreed upon by both parties. This contract may be extended pursuant to an "option for renewal" for a fourth and fifth year, whereby the successful Bidder shall advise the Contract Administrator, not less than sixty (60) days before the end of the existing yearly term, whether the successful Bidder requests to continue services. If awarded, said services shall continue under the same contract document, under exact same terms and conditions. Award for continuation of this contract would be at the pleasure of the City Council and would be awarded in one (1) year increments based upon said services as outlined in this contract.
- 2.13. **Vendor Registration.** Vendors (Bidders) are encouraged to register via the on-line vendor registration system at www.publicpurchase.com, in order to automatically receive notification of Solicitation Addendum or notice of other solicitation opportunities. Select REGISTER OR LOG-IN NOW. A vendor who is not so registered must contact the Purchasing Office to make other arrangements to receive notice of Addenda to this Solicitation. Vendors who submit proposals without acknowledgement of addenda may have their responses rejected.
- 2.14. **Participating Agencies.** Vendors (Bidders) may have the opportunity under this contract to provide goods and/or services to other Participating Agencies. A Participating Agency is defined as an agency whose purchasing policies are similar to the City's and/or who participates in any of the cooperative purchasing networks/agencies with which the City participates.
- 2.15. The Bidder understands that the Bidder will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Bidder are eligible for a tax exemption due to the nature of the item, Bidder shall assist City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to City.

3. BID PREPARATION

- 3.1. **Format.** Bidders shall submit the **original** of their bid on the forms provided in this solicitation. **SUBMITTALS SHOULD BE BOUND BY STAPLE OR BINDER CLIP AND SHOULD CONSIST OF PAPER ONLY. ALL BINDERS, PLASTIC SEPARATORS, NON-RECYCLABLE MATERIAL, ETC., ARE DISCOURAGED. SUBMITTALS WILL NOT BE EVALUATED ON THE AESTHETIC OF THE PACKAGE.**
- 3.2. **No Facsimile or Electronic Mail Bids.** Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail bid shall be rejected.
- 3.3. **Typed or Ink Corrections.** The bid shall be typed or in ink. Erasures, interlineations or other modifications in the bid shall be initialed in ink by the person signing the bid.
- 3.4. **No Modifications.** Modifications shall not be permitted after bids have been opened except as otherwise provided under applicable law.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of this 20th day of October, 2012, between the CITY OF COTTONWOOD, an Arizona municipal corporation (the "City") and Accurate Buildings Maintenance, (the "Consultant").

AGREEMENT

In consideration of the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

- A. **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 December 20, 2012 (date).
- B. **Scope of Work.** The Consultant shall provide the Services as set forth in the attached Scope of Work, which is marked as Exhibit A and incorporated by reference herein.
- C. **Compensation.** The City shall pay the Consultant at the rate of \$ 18,911.00 per month (annual fee divided by twelve (12) months), up to a maximum contract price of thirty seven thousand eight hundred and twenty two dollars and sixty-six cents (\$37,822.66) for the Services as set forth in the attached Scope of Work, which is marked as Exhibit A and incorporated by reference herein.
- D. **Payments.** The City shall pay the Consultant subject to the Consultant submitting an invoice to the City for each requested payment. Invoices shall itemize all Services completed to the date of the invoice and provide sufficient detail to justify payment.
- E. **Indemnification.** To the fullest extent permitted by law, the Consultant 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 of, or are caused by or in connection with the work or professional services of the Consultant, its officers and employees in the performance of this Agreement. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the City. 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.
- F. **Insurance**
 1. **General**
 - a. **Insurer Qualifications.** Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona 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 the Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have 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 the Consultant 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.** The Consultant'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. **Claims Made.** In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three (3) year period.
- g. **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 arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- h. **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. The Consultant shall be solely responsible for any such deductible or self- insured retention amount.
- i. **Use of Subcontractors.** If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreement with the Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and the Consultant. The Consultant shall be responsible for executing the agreement with the Subcontractor and obtaining certificates of insurance verifying the insurance requirements.
- j. **Evidence of Insurance.** Prior to commencing any work or services under this Agreement, the Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance 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. If any of the above-cited policies expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates of insurance shall specifically include the following provisions:

- 1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insured's as follows:
 - 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 insurance.
 - c) Excess Liability - Follow Form to underlying
- 2) The Consultant's insurance shall be primary insurance as respects performance of the Agreement.
- 3) All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Consultant under this Agreement.
- 4) A thirty (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.

2. Required Insurance Coverage

- a. **Commercial General Liability.** The Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than two million dollars (\$2,000,000.00) for each occurrence, and Products and Completed Operations in the amount of five hundred thousand dollars (\$500,000.00) for each occurrence. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury or death, personal injury, advertising injury and property damage. 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, volunteers 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.** The Consultant shall maintain Business Automobile Liability insurance with a limit of one million dollars (\$1,000,000.00) each occurrence on the Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” 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. **Workers' Compensation Insurance.** Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than five hundred thousand dollars (\$500,000.00) for each accident, five hundred thousand dollars (\$500,000) disease for each employee and one million dollars (\$1,000,000.00) disease policy limit.

3. **Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

G. **Applicable Law; Venue.** In the performance of this Agreement, the Consultant shall abide by and conform to any and all laws, codes and ordinances of the United States, State of Arizona and City of Cottonwood, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. 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 State of Arizona.

H. **Termination; Cancellation**

1. **For City's Convenience.** This Agreement is for the convenience of the City and, as such, may be immediately terminated without cause after receipt by the Consultant of written notice by the City. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.
2. **For Cause.** This Agreement may be terminated by either party upon thirty (30) days written notice should the other party breach any of its terms or otherwise violate the law in connection with the performance of any duty imposed on the party by the terms of this Agreement. In the event of such termination, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.
3. **Due to Work Stoppage.** This Agreement may be terminated by the City upon thirty (30) days written notice to the Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.
4. **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 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 Agreement's subject.
5. **Gratuities.** The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to one hundred fifty percent (150%) of the gratuity.
6. **Fund Appropriation Contingency.** The Consultant understands that the continuation of this Agreement after the close of any given fiscal year of the City, which ends on June 30, shall be subject to the budget of the City providing for the contract item as expenditure. The City cannot

assure that the budget item for funding this Agreement will be approved in the future; as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by City Council, the City may terminate this Agreement as of the close of its fiscal year.

I. Miscellaneous

1. **Independent Contractor.** The Consultant 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. The Consultant, 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 the Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.
2. **Laws and Regulations.** The 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 remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.
3. **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 Consultant.
4. **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.
5. **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.
6. **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 venture, 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 Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.
7. **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 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.

8. **Assignment.** No right or interest in this Agreement shall be assigned by the Consultant without prior, written permission of the City and no delegation of any duty of the Consultant shall be made without prior, written permission of the City. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.
9. **Subcontracts.** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.
10. **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 Consultant 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.
11. **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.
12. **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. **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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

Contractor: <u>Accurate Building Maintenance</u> c/o <u>Ron Finken, CEO</u> <u>3062 Sheridan Street</u> <u>Las Vegas, NV 89102</u>	City of Cottonwood (Owner) c/o <u>Richard Faust, Community Services</u> <u>General Manager</u> <u>150 S. 6th Street</u> <u>Cottonwood, AZ 86326</u>
---------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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 Section. Notices shall be deemed received (i) when delivered to the party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) 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. 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.

14. **Confidentiality of Records.** The Consultant 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 the Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees, agents or officers of the Consultant as needed for the performance of duties under this Agreement.
15. **Public Records.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Consultant understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide the Consultant with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Consultant specified in 9.13. Within ten (10) days of City notice by the City, the Consultant will inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object timely shall be deemed to waive any objection and any remedy against the City for disclosure. In the event the Consultant objects to disclosure within the time specified, the Consultant agrees to handle all aspects related to the request, including properly communicating with the requestor and timely responding with information the disclosure of which the Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.
16. **Conflicting Terms.** In the event of a conflict between the Exhibit and this Agreement, the terms of this Agreement shall govern.
17. **Compliance with Federal Immigration Laws and Regulations.** Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Consultant acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.
18. **Prohibition on Sudan or Iran Investments.** As required by A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

Accounte Building Maintenance LLC
Company Name

Ronald L. Finked
Printed Name

[Signature]
Signature

10-10-12
Date of Signing

Member/manager
Title

City of Cottonwood

[Signature]
Doug Bartosh, City Manager

10-25-12
Date of Signing

Attest:

[Signature]
Marianne Jimenez, City Clerk

Approved as to form:

Steve Horton, City Attorney

**EXHIBIT A
SCOPE OF WORK**

EXHIBIT A SCOPE OF WORK

1. REQUIREMENTS

1.1. GENERAL REQUIREMENTS

1.1.1. The City has established certain requirements as specified in the Scope of Work (Exhibit A). None of these requirements are designed to give any Bidder an advantage or disadvantage in the bidding process. Bidders are encouraged to bid even if their bid does not meet the requirements as stated. However, the Bidder must state specifically which requirements are not met, how the same function may be otherwise performed, and why this deviation should not be considered as material. The City's determination that a deviation is not material does not excuse the Bidder from full compliance with other specifications if the contract is awarded in their favor.

1.1.2. The Contractor shall furnish overall custodial/janitorial maintenance services to public owned and operated facilities within the City of Cottonwood as listed below:

- | | |
|-------------------------------------------------|------------------------------------------|
| 1. City Hall | 12. Community Development & Utilities |
| 2. Business Center Building (next to City Hall) | 13. Cottonwood Aquatics Center |
| 3. Finance/Human Resources Building | 14. Garrison Park Public Restrooms |
| 4. Civic Center | 15. Riverfront Park Public Restrooms |
| 5. Council Chambers | 16. Riverfront Little League Complex |
| 6. Court Facilities | 17. Public Works Facility |
| 7. Waste Water Plant | 18. Public Safety Building |
| 8. Library | 19. Old Jail Facility |
| 9. Cottonwood Recreation Center | 20. City Hall Public Restrooms (Outside) |
| 10. Cottonwood Airport Facilities | 21. City Clerk's Office |
| 11. Conference Room Facilities | 22. Verde Valley Transit Facility |

1.1.3. The Contractor shall provide all qualified/trained personnel, cleaning equipment, personnel protection and safety equipment, tools, materials, supplies, supervision, and other items and services as necessary to perform custodial services as defined in this performance work statement. This would include vacuum sweepers, floor scrubbers, polishers/buffers/extractors, etc. Supplies and materials shall include all paper products, plastic waste receptacle liners, soaps, sanitizers, cleaners, polishes and other such incidental items as deemed necessary to perform the work.

1.1.4. Each Bidder is responsible to make on-site inspections of each facility in order to determine square footage of each facility and the scope and complexity of services requested. Site inspections shall be conducted through appointment only as set up through the Community Services Department.

1.2. CONTRACTOR REQUIREMENTS/EXPERIENCE

1.2.1. The Contractor shall have a minimum of five (5) years operational experience as it pertains to competent and overall management in the field of Custodial maintenance services, similar in size, nature and complexity as the City of Cottonwood.

1.2.2. Contractor shall have a minimum of three (3) positive and reputable references from previous and/or current services recipients and shall have a history in the business of providing custodial contract services.

1.2.3. Contractor shall be insured and provide assurance of bonding through certification of type and amount.

1.2.4. Permits, Licenses, Bonding and Inspection. Contractor shall have a current City of Cottonwood Business Registration to conduct business within the City of Cottonwood. Contractor shall be bonded and be required to obtain and pay for all permits, licenses and inspections that are required to perform this work by all laws, ordinances, rules, regulations or orders of any body lawfully empowered to make or issue same, having jurisdiction.

1.3. CONTRACTOR PERSONNEL

1.3.1. Contract Manager. The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of the contract manager and all alternate(s) who have the authority to act for the Contractor when the owner/manager is absent shall be designated in writing prior to contract start date. Turnover in these positions requires submission of resumes to the Contract Administrator within ten (10) days of employment.

1.3.2. Authority. The contract manager, and all alternate(s) shall have full authority to act for the Contractor on all contract matters relating to daily operations of this contract. The Contractor shall have a supervisor on duty during all shifts of this contract where deemed necessary by the City of Cottonwood for contract purposes.

1.3.3. Availability. The contract manager, and all alternate(s) shall be available during normal duty hours within thirty (30) minutes to meet on the installation with City personnel (designated by the Contract Administrator) to discuss problem areas. After normal duty hours, the owner/manager or alternate(s) shall be available within two (2) hours. Phone numbers of the contract owner/manager and alternates(s) shall be provided to the Contract Administrator and Liaison Officer at the pre-performance conference and will be maintained in the contract file. City officials shall be notified in writing as changes occur.

1.3.4. Communication. All supervisory personnel must be able to read, write, speak, and understand English.

1.3.5. Contractor Employees. The Contractor shall not employ persons for work on this contract if such employee is identified to the Contractor by the Contract Administrator or Liaison Officer as a potential threat to the health, safety, security, general well-being or operational mission of the City and its population.

1.3.6. Appearance. Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. This may be accomplished by wearing clothing bearing the name of the company or by wearing appropriate badges that contain the company name and employee name. If badges are used, they must be worn on outer garments. Shorts or cut-off slacks or trousers shall not be worn. Sandals or other open type shoes shall not be worn. Personnel shall be free of body odor, and clothing shall be free from dirt and body odor at the beginning of each workday.

1.3.7. Security Clearance. All contract employees working for Contractor shall be required to undergo a clearance check (background investigation) by the Cottonwood Police Department. Due to highly sensitive and classified information in the Police Department, Finance Department, Human Resource Department and Court facility, it will be standard policy for each new employee to be cleared for these types of sensitive work environments.

1.4. GENERAL MAINTENANCE AGREEMENT/REQUIREMENTS

1.4.1. The Contractor shall maintain all City facilities identified in this bid document in a professional and sanitary condition. General maintenance at all areas where not specified shall be as follows:

- Spot clean carpets as necessary and where needed thereby keeping facilities looking visually clean and sanitized.
- Remove ink stains from counters.

- Spot clean walls where necessary, again where needed thereby keeping facilities looking visually clean and sanitized.
- Clean light fixtures (twice yearly).
- Strip, wax and polish non-carpeted floors (minimum of twice yearly).
- Steam clean carpets when requested by liaison or municipal city staff personnel.
- Perform high dusting as required.
- Vacuum drapes and chairs as required.
- Clean windows once annually per facility or when requested.

1.5. QUALITY CONTROL

1.5.1. Quality Assurance. The City of Cottonwood will evaluate the Contractor's performance for those tasks listed in Section 3.3, Specific Tasks; Section 5.3, Workload Estimates; and Section 5.4 Custodial/Janitorial Cleaning and Sanitizing Facilities Schedule. City personnel (an employee selected by the Department Head for each facility) will record all inspection observations at various facilities. When an observation indicates defective performance, the Contract Administrator will require the contract owner/manager or their representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that they have been made aware of the defective performance.

1.5.2. Performance Evaluation Meetings. The City Manager or Contract Administrator for the City may require the Contractor to meet as it pertains to the contract. The Contractor may also request a meeting with the Contract Administrator or Department Head as deemed necessary. Written minutes of any such meeting shall be recorded in the contract and signed by the Contract Administrator. All delinquencies, problems or inspections shall be open for discussion and negotiation at the time of the meeting to eliminate any discrepancies.

1.6. PHYSICAL SECURITY

1.6.1. The Contractor shall be responsible for safeguarding all municipal government property provided for Contractor use. At the end of each work period, all municipal government facilities, equipment and materials shall be secured.

1.6.2. Key Control. The Contractor shall establish and implement methods of ensuring all keys issued to the Contractor by the City of Cottonwood are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the City of Cottonwood.

1.6.3. Reporting Lost Keys. The Contractor shall immediately report to the Contract Administrator any occurrences of lost or duplicated keys.

1.6.4. Re-Keying or Replacement. In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the City Manager or the Contract Administrator, to replace the affected lock or locks without cost to the City. The City may, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the City and the total cost of the re-keying effort deducted from the monthly payment due the Contractor.

1.6.5. Unauthorized Use. The Contractor shall prohibit the use of keys issued by the City by any persons other than Contractor employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in performance of contract work requirements in those areas.

1.6.6. Lock Combinations. The Contractor shall control access to all City of Cottonwood provided lock combinations to preclude unauthorized entry where needed.

1.7. HOURS OF OPERATION

1.7.1. Normal Hours of Operation. The Contractor shall perform the services required under this contract after normal hours of operation unless otherwise dictated. Hours of start-up for this contract would be available in some City buildings beginning at 4:00 p.m. Sunday through Thursday. Hours of operation shall be discussed by the Contract Administrator, Contract Liaison and the Contract Owner/Manager. These hours and days of operation shall be negotiated whereby they shall be documented and provided to all Citywide department heads.

1.7.2. Holidays. The Contractor will not be required to schedule services on the following observed holidays:

- New Year's Day - January 1st
- Martin Luther King Day - 3rd Monday in January
- President's Day- 3rd Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4th
- Labor Day - 1st Monday in September
- Veteran's Day - November 11th
- Thanksgiving Day - 4th Thursday in November
- The day after Thanksgiving - 4th Friday in November
- Christmas Day - December 25th

1.7.3. Emergency Services. On occasion, services may be required to support an activation or exercise of emergency nature. The Contractor's responsibilities for emergency support are described in Section 3.3.5.

1.7.4. Reduced Services. On occasion (natural disasters, weather phenomenon, etc.) the Contractor's services may not be required, or may be required at a reduced level. The Contract Administrator will notify the Contractor if this should occur. No price reduction will be made, but the Contractor shall take the required action necessary to make up for missed services once normal service resumes and with minimal interference to regular service schedules.

1.8. CONSERVATION OF UTILITIES

1.8.1. The Contractor shall ensure employees practice utilities conservation. The Contractor shall be responsible for these policies, under conditions that prevent waste of utilities to include:

- **Lights.** Lights shall be used only in areas where work is actually being performed.
- **Heating, Ventilation, Air-Conditioning (HVAC).** Employees shall not adjust mechanical equipment controls for HVAC systems.
- **Water.** Water faucets or valves shall be turned off when not in use.

1.9. HAZARDOUS AND/OR TOXIC MATERIALS

1.9.1. The Contractor shall maintain a complete inventory of all chemicals and hazardous materials used (including Material Safety Data Sheets – MSDS forms).

1.9.2. The contract must require compliance with OSHA laws, and that the Contractor may not bring any material considered hazardous at any City facility without first submitting a request and getting written permission from the City Manager.

- 1.9.3. Disposal of hazardous waste, containers or components thereof, shall be disposed of in a hazardous waste disposal site only; no other locations shall be utilized for such disposal. Only hazardous waste sites, which are permitted by the US Environmental Protection Agency, the State of Arizona, shall be utilized for such disposal action.
- 1.9.4. Hazardous waste disposal, generated as a result of contract action, is the Contractor's responsibility to be accomplished at his/her expense and no separate or direct payment will be made and the cost thereof shall be considered incidental to and included in the contract price.
- 1.9.5. The Contractor will abide by all regulation mandated by the EPA agency as outlined in 40 CFR 763.92, "Training", along with the Occupational Safety and Health Administration (OSHA) as outlined in 29 CFR 1926.1101.

2. DEFINITIONS

2.1. STANDARD DEFINITIONS

- 2.1.1. **Defective Service.** A service output that does not meet the standard of performance specified in the contract for that service task element.
- 2.1.2. **Performance Requirement.** The point that divides acceptable and unacceptable performance of a task according to the Performance Requirements Summary (PRS) shall be reviewed by the Contract Administrator weekly or monthly. It is the number of defectives or maximum percent defective that is deemed unacceptable. Any further defectives will require the City to affect the price computation system.
- 2.1.3. **Performance Requirements Summary (PRS).** A listing of service performance elements under the contract that will be evaluated by the City Contract Administrator on a regular basis shall be adhered to. Also, included are surveillance methods to be used for these elements and the performance requirement of the listed elements by the Contractor in the performance of tasks requirements.
- 2.1.4. **Quality Assurance.** A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For purposes of this contract, quality assurance refers to actions by the City.
- 2.1.5. **Quality Control.** Actions taken by the Contractor to control the quality of production of site locations to ensure that they conform to the contract requirements.
- 2.1.6. **Random Sampling.** A sampling method where services are employed by the Contractor at a site location being selected for quality assurance surveillance.
- 2.1.7. **Sample.** A sample consists of one (1) or more service areas receiving surveillance for quality control purposes.

2.2. TECHNICAL DEFINITIONS PECULIAR TO THIS PERFORMANCE WORK STATEMENT

- 2.2.1. **Routine Cleaning.** A group of prior approved cleaning tasks to be done in each work area on a regularly scheduled daily or weekly basis (see Workload Requirements, Section 5). Routine cleaning shall consist of the following:

Daily maintenance and cleaning items:

- Clean and sanitize restrooms
- Clean entrance door glass

- Empty all waste baskets
- Sweep and dust mop all hard surface floors
- Vacuum all carpeted areas
- Dust all furniture (phones, desks, computers, machines, credenzas, bookshelves and fixtures)
- Spot clean walls
- Dust and clean all baseboards and doors
- Dust and clean all counter areas and signs
- Empty pencil sharpeners and paper shredders as needed
- Sweep porches and front sidewalk areas as needed
- Clean all other glass inside and out every three months
- Clean light fixtures as needed
- Steam Clean carpeted areas as needed

2.2.2. Periodic Cleaning. A group of prior approved cleaning tasks to be done at less frequent intervals than routine cleaning at City scheduled times and dates (see Workload Requirements, section 5).

2.2.3. Buffing. The act of polishing non-carpeted floors during wax removal/stripping and maintenance.

2.2.4. Wax Removal/Stripping. The act of removing all wax down to the flooring material.

2.2.5. Customer Complaint. A complaint received by the City Contract Administrator or Liaison from a customer claiming unsatisfactory services in a given area or areas.

2.2.6. Floor Maintenance. Floor maintenance tasks include the techniques of spray buffing, and stripping and waxing. Floor maintenance and maintain floors shall mean the same throughout this contract.

2.2.7. Hazardous Material. Any materials with the characteristics of flammability, corrosiveness, reactivity, or toxicity, or any combination of these characteristics. These materials, if not properly controlled, pose a potential hazard to human health or other living organisms because they are non-degradable, persistent in nature, lethal, or may otherwise cause or tend to cause detrimental cumulative effects.

2.2.8. Waste Material. Any material for which no use or reuse is intended and which is to be discarded.

3. CONTRACTOR-FURNISHED ITEMS AND SERVICES

3.1. GENERAL INFORMATION

3.1.1. The Contractor shall furnish all supplies, materials, and equipment necessary to perform this contract according to all terms described.

3.1.2. Employee Roster. The Contractor shall provide, prior to the pre-performance conference, a roster stating complete names, addresses, social security numbers and date of birth of all employees requiring access to City facilities. Any changes to this employee list through attrition of personnel must be submitted to the City Contract Administrator within two (2) days after changes occur.

3.2. SPECIFIC ITEMS

3.2.1. The Contractor shall provide the specific items listed below. This list is not all inclusive of the Contractor-furnished items and services required to perform this contract.

3.2.1.1. Equipment. All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furniture, or building circuits. All electrical equipment used by the Contractor shall be UL approved. This equipment must operate using existing building circuits.

3.2.1.2. Vacuum cleaners. Vacuum cleaners used for carpeted floors shall be of commercial quality. For the Library, vacuum cleaners should have a HEPA filtration system which would filter out dust and bacteria particles larger than 0.3 microns.

3.2.1.3. Plastic Trash Container Liners. The Contractor shall furnish plastic trash container liners of adequate quality to protect each trash container.

3.2.1.4. Restroom Supplies. The Contractor shall furnish the following restroom supplies. Descriptive literature of materials/supplies to be used shall be submitted with bid package. Materials shall meet or exceed the quality of the items previously utilized by the City as purchased through Hillyard Janitorial Supply Co.

3.3. SPECIFIC TASKS

3.3.1. GENERAL INFORMATION

3.3.1.1. The Contractor shall furnish custodial services in facilities at the frequencies stated in the Workload Requirements, section 5, which will give all tasks and frequency requirements for each facility, thereby meeting all standards in this section. The Contractor shall furnish all equipment and supplies necessary to perform these services.

3.3.1.2. Contract personnel shall, during all floor cleaning techniques, move or tilt chairs, trash receptacles and other easily moved item(s) to clean (sweep, mop, vacuum, wax, etc.) underneath. All items shall be returned to their original locations after cleaning.

3.3.1.3. Wet Floor Caution Signs. Contract personnel shall display caution signs when cleaning floors in an area where people will be present before floors are dry.

3.3.1.4. City shall be responsible for replacement of fluorescent light tubes at all facilities.

3.3.2. CLEANING TASKS

3.3.2.1. Contract personnel shall accomplish all cleaning tasks to meet the quality standards and frequency requirements as stated in Section 5, Workload Requirements (this will identify all workload tasks and frequency of task elements for purposes of clarification). If a City official requests or calls for a service that is not identified, the Contractor shall bring it to the attention of the City Contract Administrator so that the service can be removed, added, or corrected as needed. The following identifies procedural requirements as identified by the City of Cottonwood for cleaning purposes:

- 1. Vacuum Carpet.** The Contractor shall vacuum all carpeted floor areas from wall to wall so that after vacuuming, they are free of all visible litter, dust, soil or other materials. The Contractor shall immediately remove spots two (2) square feet or smaller in size. All tears, burns, and unraveling shall be brought to the attention of the City Contract Administrator.

- 2. Sweep Floors.** The Contractor shall sweep all non-carpeted areas from wall to wall so that after the floor has been swept, the entire floor surface, including corners and bottom edges of base covers, shall be free of litter, dust and foreign debris.

- 3. Mop Floors.** The Contractor shall mop all non-carpeted areas from wall to wall, so that after flooring has been mopped, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil stains, film, debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, thresholds, etc. or mop strands remaining in the areas. Ceramic/Terrazzo tiled doors shall use machine type scrubbing with mopping type solution periodically to avoid dirt and grime build-up on tile and grout.
- 4. Strip and Wax Floors.** The Contractor shall strip and wax all non-carpeted door areas at a frequency of two (2) times per year per building. Any existing wax shall be removed and old built-up wax residue shall be removed along walls and in corners, base boards, and anew acrylic based wax coat shall be applied to entire door area from wall to wall. After stripping, waxing and buffing is completed, the floor shall have a uniform glossy appearance and shall be free of scuff marks, heel marks, and other stains and discolorations. The Contractor shall remove door finish solutions from baseboards, thresholds, furniture, trash receptacles, etc. CERAMIC AND TERRAZO TYPE FLOORS SHALL NOT BE WAXED.
- 5. Maintain Floors.** The Contractor shall maintain all non-carpeted floors as specified. Maintenance of non-carpeted floors will be accomplished at a frequency of once per month per building. Maintenance will include a light coat of acrylic-based wax to be applied to portions of the door where existing wax has deteriorated or to cover any damage on the existing wax. After wax is applied, the entire non-carpeted floor area shall be buffed to bring the entire door to proper industry standards. The Contractor shall remove floor finish solutions from baseboards, thresholds, furniture, trash receptacles, etc. This required service is in addition to Item 4. Stripping and Waxing Floors.
- 6. Clean Mats.** The Contractor shall vacuum and sweep all carpet-type entrance mats to remove soil and grit and to restore resiliency of the carpet pile. The Contractor shall sweep, vacuum, or hose down outside rubber or polyester entrance mats to remove soil and grit. Soil and moisture underneath entrance mats shall be removed by the Contractor and mats returned to their original location. The Contractor shall insure that, if hosing off an outside entrance mat, the water does not enter the interior of the facility.
- 7. Removal of Trash.** The Contractor shall empty and return to original location all trash receptacles indoors and outdoors. Boxes, cans and papers, placed near a trash receptacle and marked "TRASH" shall be removed. Trash shall also be removed from receptacles for sanitary napkins. All interior and exterior trash receptacles shall have plastic liners placed in them. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. Trash shall be disposed of in plastic bags secured with bag ties. The Contractor shall pick up any trash that may fall onto the facility or grounds during the removal of such collected trash. Trash shall be deposited in the nearest outside trash collection point (trash dumpster unit). Any trash designated by user as "CLASSIFIED" will not be touched by the Contractor. Restroom trash cans shall be washed to remove dirt and dust from the container and present a clean appearance. Should materials or items be observed by custodial personnel on or near trash receptacles that appear not to be trash, custodians shall make every effort to contact City staff with a note requesting authorization for disposal (this requirement shall be expressly noted whereby materials lying in close proximity or upon the trash container shall not be removed until authorized by staff personnel the next day).
- 8. Perform Low Dusting.** The Contractor shall perform low dusting, so that after dusting, all lint, dust, litter and dry soil shall be removed from the surfaces of tables, chairs, cabinets, and other types of office furniture (excluding personal desks) and

from ledges, window sills, hand rails, base boards, etc., to a line 7'0" above floor level. Office equipment such as typewriters, computers, and equipment of similar nature shall not be dusted by the Contractor. Coffee stains or other stains, streaks, or spots shall be damp cleaned. Horizontal surfaces of exposed light fixtures shall be free of dust, lint, cobwebs, and dry soil.

9. **Clean Glass.** The Contractor shall clean both sides of glass located within interior walls, both sides of interior and exterior glass doors, display cases, directory boards, mirrors and adjacent trim. After glass cleaning, there shall be no traces of film, dirt, smudges, water marks or other foreign matter. This section applies to all glass and mirrors whether in administrative, classrooms, rest rooms, or locker room areas.
10. **Clean Drinking Fountains.** The Contractor shall clean, scrub and disinfect all porcelain and polished metal surfaces, including the orifices and drain. After cleaning, the entire drinking fountain including sides shall be free from streaks, stains, spots, smudges, scale and other obvious soil.
11. **Perform Spot Cleaning.** The Contractor shall perform spot cleaning by removing smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, doors, and fixtures. Germicidal detergent shall be used in rest-rooms, locker rooms, break areas, drinking fountains and walls adjacent to trash receptacles. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil.
12. **High Dusting.** The Contractor shall perform high dusting, so that after dusting, all dust, lint, litter, cob webs, and dry soil shall be removed from all surfaces greater than 7'0" above the floor surface to include Venetian blinds, where installed. Dusting shall be accomplished in break areas, rest rooms and administrative areas not to exceed 15'0". Horizontal surfaces of light fixtures shall be free of dust, lint, cobwebs and dry soil. Ceiling fans shall be free of dust, lint cobwebs and dry soil. High dusting also includes ducts, pipes, air conditioning grills, convectors, suspended heaters and shades.

3.3.3. CLEANING RESTROOMS

3.3.3.1. This task element includes the following components to be accomplished and shall meet the standards indicated daily or as indicated in Section 5.2, Frequency Legend and Section 5.3, Work Load Estimates. All cleaning as specified below shall be completed as identified for each facility as listed on the days established within this contract in Section 5.3. No deviation of this schedule shall be permitted unless authorized by the City Contract Administrator.

1. The Contractor shall post cone shaped "CLOSED" signs in the restroom doors while the facility rooms are being cleaned and or re-supplied.
2. **Clean and Disinfect Restrooms.** Contractor shall clean and disinfect all surfaces of partition walls, stalls, faces of toilet bowls, urinals, lavatories, dispensers, fixtures, and other such surfaces, including wall areas adjacent to mounted lavatories, urinals, and toilets using a germicidal solution, after every scheduled service.
3. **Supplying of Restrooms.** The Contractor shall distribute toilet paper, paper towel products and hand soap in all restrooms at a rate so that after distribution all items are continually available until the next scheduled service for that area. Dispensers in buildings shall be maintained and filled with appropriate supplies. Empty dispensers that are reported to either the City Contract Administrator or Contract Liaison Officer shall be filled within one (1) hour of that notification.

4. **Sweep, Mop and Machine Scrub Restroom Floors.** The Contractor shall sweep entire restroom floor so it is free of visible litter, dust, lint and foreign debris, then mop all accessible areas (frequency shall be identified as per cleaning day). After mopping, floors shall have a uniform appearance and be free of streaks, debris, stains, or standing water. **Restroom floors that have ceramic tile shall be machine scrubbed at a frequency of once per month or more often as required (this includes the Cottonwood Recreation Center, Library, City Hall, Public Safety Building facilities, Court, Aquatics Center, and Transit Facility).**
5. **De-scaling in Restrooms.** The Contractor shall completely de-scale all toilet bowls, restroom sinks and urinals, so that after de-scaling, the entire surface is free of streaks, stains, scale, scum, urine deposits, all stagnant liquids, rust stains and unpleasant odors. De-scaling shall apply to all interior and exterior surfaces of toilet bowl, restroom sinks and urinals.
6. **Showers.** The Contractor shall completely clean and disinfect all surfaces of shower walls, floors and soap trays. Surface shall be free from streaks, stains, scale, mold, scum, and rust stains, and human waste deposits (hair). Fixtures shall be sanitized. Shower walls and floors shall be scrubbed every time service is performed to maintain ceramic surface free of soap scum and body oil build-up (this procedural requirement shall be implemented at all Police/Fire "Public Safety" facilities, Wastewater Plant facilities, and all Recreation Center Locker Rooms and Aquatics/Pool facilities).

3.3.4. RESCHEDULE AND MAKE-UP SCHEDULED SERVICE

3.3.4.1. The Contractor shall reschedule or make-up services that cannot be performed due to Citywide functions such as meetings or special events. Items to be rescheduled are waxing of floors, floor maintenance or other scheduled services. The Contractor is not required to make-up or reschedule services that fall on nationally recognized holidays, but services such as waxing and floor maintenance shall not be scheduled on holiday time slots.

3.3.5. EMERGENCY SERVICES

3.3.5.1. When required by the City Contract Administrator, the Contractor shall respond to all emergency situations resulting from flooding or any other situation requiring immediate attention including those described below. The City Contract Administrator will verbally advise the Contractor of the effort required and follow-up as soon as possible (if required) with a written change to the contract. A negotiable equitable adjustment will be made to the contract if required. Within the contract document for overall price, the City may request an additional alternate for hourly cost for custodial/janitorial services under this clause and section of the contract document.

1. Weather related disasters, such as burst water pipes due to freezing temperatures.
2. Flood related disasters due to monsoon or El Nino weather patterns in the summer and winter months.
3. Incidental damage and clean up caused by natural causes.
4. Other cleaning requirements in facilities receiving service under the terms of the contract.

3.3.6. REQUIRED REPORTS/SCHEDULES

3.3.6.1. The Contractor shall provide the reports and data required by City staff where required. All monthly reports completed by the Contract Administrator shall be forwarded to the Contractor each month showing discrepancies, deficiencies, overall scoring tabulations remitted through the Monthly Service Review Forms.

4. PERFORMANCE REQUIREMENTS

4.1. PERFORMANCE REQUIREMENTS SUMMARY

- 4.1.1.** The Contractor shall be provided a list of the performance work statement requirements that the City will inspect. The absence of any contract requirement from the performance requirements summary will not detract from enforceability nor limit the rights or remedies of the City under any other provision of the contract.
- 4.1.2.** The Contractor shall be provided definitions of the standard of performance for each listed service.
- 4.1.3.** The Contractor shall be apprised of the maximum allowable deviation from standard performance for that service that may occur before the City will invoke the payment computation formula (Section 4.4.2), resulting in a payment of less than one hundred percent (100%) of the maximum payment for the listed service.
- 4.1.4.** The Contractor shall be provided a definition of the controls used as the basis for inspection or for payment computation purposes.
- 4.1.5.** Set forth the inspection methods the City will use to evaluate the Contractor's performance for the listed tasks.
- 4.1.6.** Set forth the percentage of the total contract price that the listed contract requirement represents.

4.2. QUALITY ASSURANCE STANDARDS

4.2.1. Contractor performance will be evaluated to determine if service meets contract standards. Method of inspection to be used is based on customer complaint levels and weekly random sampling inspections. Levels shall be measured in time increments on a weekly basis by designated City staff personnel at each facility. Quality levels shall be measured by checklist and ultimately customer complaint levels versus a one hundred percent (100%) level of consistent operation without complaint. Random sampling by designated building inspectors (DBI) for the City shall be implemented through visual inspection process on a daily or weekly basis and compiled for monthly reporting. Weekly or monthly reports and complaints shall be submitted by designated building inspectors (DBI) to the City Liaison Officer for review and action where needed. All evaluations and complaints will be recorded and reviewed with the Contractor where complaint levels exceed the normal allowable levels agreed upon in the contract document.

4.3. PERFORMANCE EVALUATION/LEVEL OF PERFORMANCE

4.3.1. Performance of a service will be evaluated by customer complaint and all discrepancies noted on forms provided to staff personnel (or via direct communication i.e. telephone, email or verbally) identified as Monthly Service Review Form. The Contractor's level of performance shall be determined as satisfactory whereby less than three (3) complaints are recorded at one (1) or various facilities within a weekly period. Should a level be reached whereby three (3) or more complaints (verbal or written) are recorded weekly, a level of unsatisfactory shall be recorded by the Contract Administrator and submitted to the Contract by written format by the Contract Administrator. Action shall be implemented to upgrade services at the specified building facility

immediately. Goals shall be provided by the Contractor to the Contract Administrator by the next workday as, to attainable levels of performance to once again achieve satisfactory at the particular building facility. Should a level of unsatisfactory continue at a given facility for three (3) straight weeks (verbally or in writing), or levels of unsatisfactory (levels rated at a combined average – Citywide level of six (6) or less on the Monthly Service Review Form, Example Format, Exhibit H) be observed over normal monthly evaluations within the contract obligation, a meeting shall be coordinated by the Contract Administrator to discuss on-going delinquent operations and sub-standard performance by the Contractor. Action shall be coordinated by the City Contract Administrator to implement deductions to payment per contract guidelines as observed in Section 4.4, Contractor Payment.

4.4. CONTRACTOR PAYMENT

4.4.1. For performance of a service that does not meet or exceed the performance requirement in accordance with quality control obligations on behalf of the Contractor, the Contractor shall be paid the percentage of the monthly contract line item price indicated with the subtraction of percentage as authorized by contract for that service.

4.4.2. If performance of a service does not meet or exceed the performance requirement for a service period as identified in Section 4.3, the City will calculated payment as follows:

- 1. The maximum contract payment per month for all services.** Any delinquent work shall be noted by multiplying the maximum delinquent percentages for overall services to determine the maximum payment for acceptable service. Maximum deduction would be incurred at a rate of four percent (4%) against the total monthly payment.
- 2.** Any deduction from payment shall be taken from the payment for the month in which the determination was made that such deduction was appropriate, regardless of the period on which the performance deficiencies occurred.

4.5. EXAMPLE OF PAYMENT COMPUTATIONS

1. Maximum contract line item payment per month	\$12,000.00
2. LESS: Maximum delinquent monthly payment percentage (Unsatisfactory Qualification) 4% of monthly gross	X 4%
3. Maximum Payment by City for delinquent/unsatisfactory quality	\$11,520.00

5. WORKLOAD REQUIREMENTS

5.1. The Contractor shall provide custodial maintenance services for each facility, or portion of a facility as identified in the contract document as specified in frequency and numbers listed.

5.2. FREQUENCY LEGEND

- D - Daily (5 days per week -Monday through Friday)
- 1W - Once Weekly
- 2W - 2 Times Weekly
- 3W- 3 Times Weekly
- 4W - 4 Times Weekly
- 7W - 7 Times Weekly
- 1M - Monthly
- 2M - Twice Monthly
- M2 - Every Two Months

- M3 - Quarterly
- M4 - Every Four Months
- M6 - Semiannually
- Y - Annual
- AR - As Required
- WV - When Vacant

5.3. WORK LOAD ESTIMATES

5.3.1. Variation in Work Load – Custodial Services. These are current required workloads for the performance of custodial services, but are subject to variations. Modifications will be made to the contract as changes occur. Refer to “Routine Cleaning” requirements as described under Sections 2.2.1, 3.3.2 and 3.3.3 of this solicitation document.

<u>Building</u>	<u>Performance Load</u>	<u>Remarks</u>
City Hall	3W	Routine cleaning on Monday, Wednesday and Friday. Includes baseboards, cobwebs, and windows as needed, trash on ground and sweep sidewalks in front of building.
City Hall Public Restrooms (outside of building)	5W	Heavy cleaning and sanitizing. All floors, walls, sinks, toilets and partition walls. Check for cobwebs as needed inside and out. Lock up after cleaning each night except Fridays & Saturdays. Cleaning to be performed on Mondays, Wednesdays, Thursdays, Fridays & Saturdays.
Conference Room & Substation	1W	Routine cleaning. Per discussion/as required by staff. Restroom, vacuum, trash and windows.
Business Assistance Center	2W	Routine cleaning. Per discussion/as required by staff.
Finance/Human Resources	2W	Routine cleaning. Per discussion/as required by staff.
Civic Center	2W	Routine cleaning. Per discussion/as required by staff. Includes dry mopping of entire floor surface areas.
Council Chambers	2W	Routine cleaning. Per discussion/as required by staff.
City Clerk’s Office	2W	Routine cleaning. Per discussion/as required by staff.
Court Facility	3W	Routine cleaning with wipe down of front counter areas & windows. Monday, Wednesday & Friday.

Developmental Services & Utilities	3W	Routine cleaning – Certain offices are exempt from cleaning. Please see attached Exhibit B for visual and explanation of cleaning. Sweep and mop all floors, sanitize restrooms and remove trash.
Public Safety Building (Police/Fire)	3W	Routine cleaning Monday, Wednesday and Friday. Squeegee clean hallway floors to eliminate residual water buildup. Sanitize showers heavy duty.
Recreation Center	7W	Routine cleaning seven (7) days a week. Dust/mop, vacuum all floors facility wide, garbage pickup facility wide, carpet cleaning facility wide, spot removal daily, shower/restroom/locker room sanitizing daily/heavy clean, base boards, counter tops, door windows, weight room floor cleaning daily as well as under weight machines & cardio equipment; pool concrete floor cleaning and sanitizing daily, and gym floor cleaning and stain removal every three (3) weeks.
Recreation Center Offices	3W	Routine cleaning Monday, Wednesday and Friday (or as approved) – attention to carpet cleaning, spot removal, conference room table cleaning, base board cleaning and vinyl floor cleaning and emptying trash units.
Library	4W	Routine cleaning Tuesday through Friday or as negotiated with staff. Includes shelves daily, carpet cleaning daily, base boards, table tops, restroom sanitation, front entry cleaning and glass doorways cleaned daily, plus feather dusting around fire/smoke detectors and cleaning of upper beams once a month.
Public Works Offices	2W	Routine cleaning – two (2) days as required. Sanitation of restrooms vital.
Waste Water Plant	2W	Heavy cleaning and sanitizing two (2) days as required by staff.
Airport	2X	Routine cleaning of all offices and restrooms with front doorway window cleaning. Includes cleaning & disinfecting of south runway terminal restrooms also.
Aquatics Center/Pool	7W	(7 days per week from May 15 through

		November 10 th only). Restrooms & showers: <u>heavy disinfecting</u> and with routine cleaning. Includes office and guard rooms.
Riverfront Park Public Restrooms	7W	<u>Heavy cleaning and sanitizing.</u> All floors, walls, sinks, toilets and partition walls. Check for cobwebs as needed inside and out. <u>Lock up after cleaning each night.</u>
Riverfront Park Little League	7W	<u>Heavy cleaning and sanitizing.</u> All floors, walls, sinks, toilets and partition walls. Check for cobwebs as needed inside and out. <u>Lock up after cleaning each night.</u>
Garrison Park	7W	<u>Heavy cleaning and sanitizing.</u> All floors, walls, sinks, toilets and partition walls. <u>Lock up at 9:00 p.m. each night.</u>
Old Town Jail Facility	1W	Routine cleaning once a week. Include floors and restroom facilities and trash.
Verde Valley Transit Facility	3W	Heavy cleaning and sanitizing. All floors, restrooms, offices, etc.

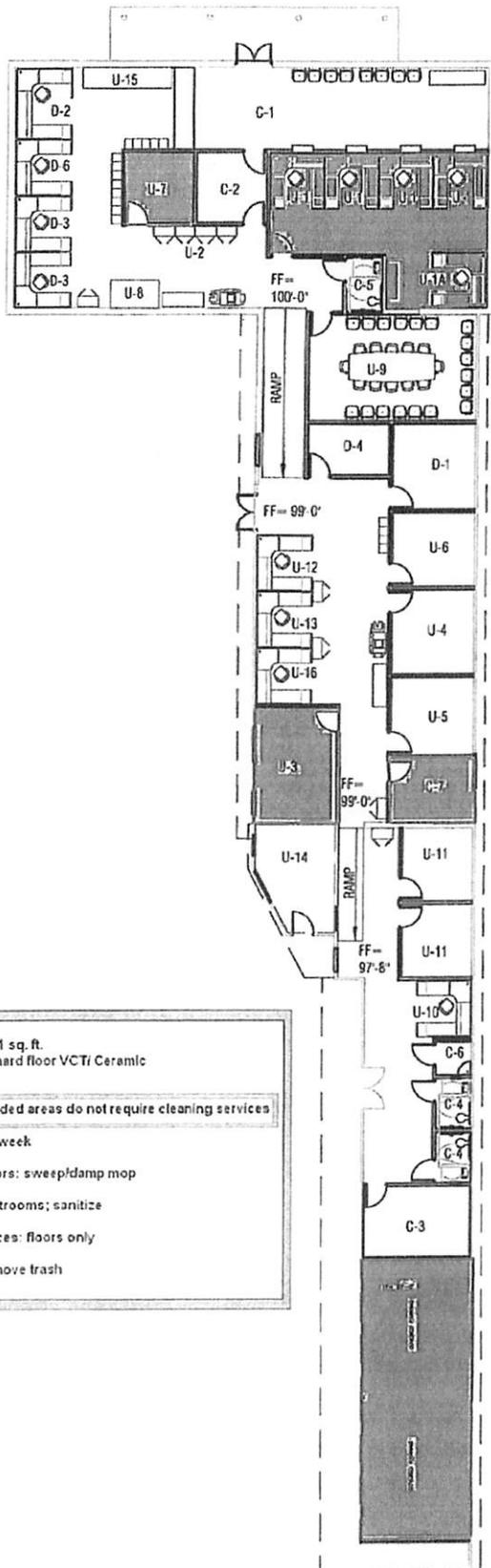
5.4. CUSTODIAL/JANITORIAL CLEANING AND SANITIZING OF FACILITIES SCHEDULE

<u>Building</u>	<u>Location</u>	<u>Remarks</u>
City Hall	827 North Main Street	Routine Cleaning
Finance/Human Resources	816 North Main Street	Routine Cleaning
City Clerk's Office	824 North Main Street	Routine Cleaning
City Council Chambers	826 North Main Street	Routine Cleaning
City Court	665 East Mingus	Routine Cleaning
Developmental Services & Utilities	111 N Main Street	Routine Cleaning – Certain offices are exempt from cleaning. Please see attached Exhibit B for visual and explanation of cleaning.
Public Safety Building (Police/Fire) *Some areas are exempt as warranted by staff.	191 and 199 South 6 th Street	Routine Heavy Cleaning Includes INTENSE cleaning of jail cell areas, employee locker room facilities/showers, etc. <u>High level disinfecting.</u>
Civic Center	805 North Main Street	Clean restrooms

		Dust mot floors/stage
		Floors – annual maintenance Office – Routine Cleaning
Recreation Center	150 South 6th Street	Routine Heavy Cleaning INTENSE sanitizing of all public facilities. Heavy daily cleaning of showers, stalls, all floors in public use areas. Office areas every three (3) days for vacuuming, base boards, conference room, and break room vinyl floor cleaning/moping. Gym flooring to be cleaning once every three (3) weeks or as required by staff.
Aquatics Center/Pool	100 Brian Mickelsen Parkway	Heavy disinfection of all restroom, floors, sinks, urinals, toilets and shower facilities as deemed necessary for <u>Public Health Standards</u> .
Library	100 South 6 th Street	Routine Cleaning and heavy disinfection of all restrooms. Exception would be all shelving, desks, counter areas, etc. Front entrance windows daily. Other Windows and carpeting as needed.
Public Works Offices	1490 West Mingus	Routine Cleaning
Wastewater Treatment Plant	1480 West Mingus	Heavy/Intense Sanitizing and Cleaning.
Airport	1001 West Mingus	Routine Cleaning
Riverfront Park Public Restrooms	1384 East Riverfront Drive	Heavy intense disinfection of restrooms. All concrete and tile, floors, base boards, sinks, stalls and toilets/urinals per <u>Public Health Standards</u> . Heavy cleaning and sanitizing.
Riverfront Little League Complex	851 North 10 th Street	Heavy intense disinfection of restrooms. All concrete and tile, floors, base boards, sinks, stalls and toilets/urinals per <u>Public Health Standards</u> . Heavy cleaning and sanitizing.
Garrison Park	100 Brian Mickelsen Parkway	All tile, floors, base boards, sinks, stalls and toilets/urinals per <u>Public Health Standards</u> .

		Heavy cleaning and sanitizing.
Old Conference Room	817 North Main Street	Routine Cleaning
Business Assistance Center	821 North Main Street	Routine Cleaning
City Hall Public Restroom (outside of building)	827 North Main Street	Heavy intense disinfecting. All tile, floors, base boards, sinks, stalls and toilets/urinals per <u>Public Health Standards</u>. Heavy cleaning and sanitizing.
Old Town Jail Facility	1101 North Main Street	Routine Cleaning
Verde Valley Transit Facility	340 Happy Jack Way	All tile, carpeted flooring, sinks, stalls and toilets/urinals.

EXHIBIT B
DEVELOPMENTAL SERVICES AND UTILITIES
DIAGRAM OF OFFICES INCLUDED IN CONTRACT



UTILITY DEPARTMENT AND COMMUNITY DEVELOPMENT

- U-2 FILE STORAGE
- U-4 UTILITY ADMIN. MANAGER
- U-5 ADMIN. ASSISTANT
- U-6 OPERATIONS MGR

- U-8 ORDINANCE OFFICERS
- U-9 CONFERENCE ROOM
- U-10 OPERATIONS FOREMAN
- U-11 ENGINEERS
- U-12 UTILITY INSPECTORS
- U-13 UTILITY ELECTRICIAN
- U-15 PLANS REVIEW
- U-16 PUBLIC WORKS INSPECTOR

- D-1 COMMUNITY DEV. DIR.
- D-2 ADMIN. ASSISTANT
- D-3 PLANNERS
- D-4 BUILDING OFFICIAL
- D-5 PLANS STORAGE
- D-6 FIELD INSPECTOR

- C-1 CUSTOMER LOBBY/WAITING
- C-2 CUSTOMER CONFERENCE ROOM
- C-3 LUNCH ROOM
- C-4 STAFF TOILETS
- C-5 UNISEX PUBLIC TOILET
- C-6 JANITOR'S CLOSET

4451 sq. ft.
All hard floor VCT/ Ceramic

Shaded areas do not require cleaning services

3 X week

Floors: sweep/damp mop

Restrooms; sanitize

Offices: floors only

Remove trash

