



City of Phoenix

**INVITATION FOR BID
IFB 2425-WPP-649 (SD)
CUSTODIAL SERVICES WSD**

City of Phoenix
Water Services
200 W. Washington Street
undefined
Phoenix, AZ
85003

RELEASE DATE: June 21, 2024
DEADLINE FOR QUESTIONS: July 9, 2024
RESPONSE DEADLINE: July 16, 2024, 2:00 pm

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Attachments:

- Offer Page
- Conflict Of Interest And Transparency
- Costs And Payments
- Emergency 24-Hour Service Contact
- Contractor Licensing Requirements
- Contractor Information
- Place Of Business
- Acceptance Form

Attachments:

- Attachment A – Fee Schedule
- Attachment B – References

Exhibits:

- Exhibit 1 - Water Services Department Locations
- Exhibit 2 - Water Services Department Locations To Clean By Group
- Exhibit 3 - Quality Control Management Plan
- Exhibit 4 - Quality Control Checklist
- Exhibit 5 - Custodial Contractor Daily Report
- Exhibit 6 - Safety Supplies and Equipment Report
- Exhibit 7 - Vendor Performance Report

1. Introduction

1.1. Summary

The City of Phoenix Water Services Department invites electronic bids for Custodial Services for its 21 locations (see Exhibit 1 - Water Services Locations complete listing) with approximately 81 buildings. The approximate square footage for all locations is 293,046. These locations are broken into seven bid groups. The Contract(s) will be for a 5-year period with no options to extend commencing on or about September 1, 2024, in accordance with the specifications and provisions contained herein or the "Effective Date" which is upon award by City Council, conditioned upon signature and recording by the City Clerk's Department, as required by the Phoenix City Code, whichever is later.

1.2. Contact Information

Steve De La Huerta

Contract Specialist II

200 W. Washington Street

Phoenix, AZ 85003

Email: steve.delahuerta@phoenix.gov

Phone: [\(602\) 261-8812](tel:(602)261-8812)

Department:

Water Services

1.3. Timeline

Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. The City does not always hold a Pre-Offer Conference or Site Visit.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Steve De La Huerta) at (602) 261-8812/Voice or 711/TTY, or steve.delahuerta@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	June 21, 2024
Pre-Offer Conference (Non-Mandatory)	<p>June 26, 2024, 10:30am</p> <p>Join from the meeting link https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m7ace86929bb4869a9dcb80eea7e20c1e [cityofphoenix.webex.com]</p> <p>Join by meeting number Meeting number (access code): 2630 916 1001 Meeting password: QSjVMwpm848</p> <p>Tap to join from a mobile device (attendees only) +1-415-655-0001,,26309161001## US Toll</p> <p>Join by phone +1-415-655-0001 US Toll Global call-in numbers [cityofphoenix.webex.com]</p> <p>Join from a video system or application Dial 26309161001@cityofphoenix.webex.com</p> <p>You can also dial 173.243.2.68 and enter your meeting number.</p> <p>Need help? Go to https://help.webex.com [help.webex.com]</p>
Site Visit	July 2, 2024, 8:30am
Written Inquiries Due Date	July 9, 2024, 2:00pm
Offer Due Date	July 16, 2024, 2:00pm

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for custodial services for a five-year contract commencing on or about September 1, 2024, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2.2. City's Vendor Self-Registration and Notification

Vendors must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/procure> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

2.3. Preparation of Offer

All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No offer will be altered, amended, or withdrawn after the specified offer due date and time. The City is not responsible for Offeror’s errors or omissions.

All time periods stated as a number of days will be calendar days.

It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
- D. The City does not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

2.4. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date.

2.5. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Water Services Department, 200 W. Washington St. 9th floor Phoenix, AZ 85003. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.6. Exceptions

Offeror must not take any exceptions to any terms, conditions, or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

2.7. Inquiries

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

2.8. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the Offer submittal.

2.9. Business in Arizona

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

2.10. Licenses

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state, or local laws at the time of submittal.

2.11. Certifications

By signature in the Offer section of the Offer and Acceptance page(s), Offeror certifies:

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer.

2.12. Submission of Offer

- A. Submitted electronically by email to wsdprocurement@phoenix.gov and the following information should be noted in the email:
1. Offeror's Name
 2. Offeror's Address (as shown on the Certification Page)
 3. Solicitation Number
 4. Solicitation Title
 5. Offer Opening Date
 6. Due to file size limitations for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the Offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.
 7. Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to, and received by the City on or prior

to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

2.13. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign, or a similar verifiable software program.

2.14. Offer Results

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five business days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

2.15. Pre-Award Qualifications

Offeror must have been in operation a minimum of 5 years. The Offeror's normal business activity during the past 5 years will have been for providing the goods or services in this solicitation, and for the facilities the size of 150,000 square feet or greater.

Upon notification of an intent to award, the Offeror will have ten calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this agreement. Insurance requirements are non-negotiable.

Upon notification of an award, the Offeror will have 15 calendar days to complete and submit a Staffing and Operations Plan, with a work schedule, for each location (see Exhibit 1 for locations). If any of the above requirements are not met, the Offeror's submittal will be deemed non-responsive, and the next lowest responsible Offeror will receive a solicitation notification initiating the pre-award qualification process.

2.16. Award of Contract

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

- A. Factors that may be considered by the City include:
 - 1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
 - 2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
 - 3. Safety record; and,
 - 4. Offeror history of complaints and termination for convenience or cause.
- B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.
- C. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

2.17. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for

disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

“To discuss” means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected, and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

2.18. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety, or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City’s best interests to set new deadlines, amend the solicitation, cancel or re-bid.

Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City’s website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City’s full and final discretion.

All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

- Identification of the solicitation number;
- The name, address, and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City’s Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

2.19. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement

Officer as confidential provided the Offeror clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked “confidential.” The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

2.20. Late Offers

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

2.21. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

2.22. Site Inspection

A one-time walk-through site inspection tour will be conducted at the date and time indicated in the Schedule of Events. Submission of an offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions affecting performance and Offer prices.

2.23. Statement of Bonding Ability

Offerors must submit a letter from a bonding or insurance company stating that the Offeror can qualify for and procure the performance and/or payment surety required in this solicitation. Submittals received without the required statement of ability to secure a performance or payment surety may be considered as non-responsive. Offerors anticipating the submittal of a cash surety in lieu of a bond should submit a statement notifying the City.

2.24. Performance Bond

A performance surety in the amount of 10% of the total contract amount shall be provided by the Contractor immediately after notice of award. The City of Phoenix will not issue a written purchase order or give notice to proceed in any form until the surety is received by the

Procurement Officer. The performance surety must be in the form of a bond, cashier's check, certified check, or money order. Personal or company checks are not acceptable unless certified. If surety is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. A Certificate of Deposit (CD) issued by a local Phoenix bank may also be used as a form of surety provided that the CD is issued jointly in the name of the City of Phoenix and the Contractor, and that the Contractor endorses the CD over to the City at the beginning of the contract period. Interest earnings from the CD can be retained by the Contractor.

2.25. Contract Award

In accordance with the City of Phoenix Code, Chapter 43, Section 43-12, Competitive Sealed Bidding, award(s) shall be made to the lowest responsible and responsive offeror(s) whose offer conforms in all material respects to the requirements set forth in this solicitation. The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

2.26. Determining Responsiveness and Responsibility

Offers will be reviewed for documentation of any required minimum qualifications, and completeness and compliance with the solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers will render an Offer nonresponsive.

Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Offeror, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible Offeror. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

2.27. Equal Low Offer

Contract award will be made by putting the names of the tied Offerors in a cup for a blind drawing limited to those bidders with tied Offers. If time permits, the Offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

3. Scope of Work

3.1. Purpose

The Contractor shall provide the City of Phoenix with Custodial Services for the Water Services Department's (WSD) 21 locations which contain approximately 81 buildings. The total square footage of all 81 buildings is approximately 293,046. These locations have been split into seven groups and each group will be awarded separately. See Exhibit 1 - Water Services Department Locations for a list of each site.

3.2. City Responsibilities:

- A. The City will provide:
 - 1. Storage space
 - 2. Hand towels
 - 3. Toilet tissue
 - 4. Hand soaps
 - 5. Sanitary napkins
 - 6. Toilet seat covers
- B. The City provided paper products are not to be used by the Contractor for cleaning.
- C. WSD reserves the right to adjust
 - 1. Service specifications based on environmental changes, to accommodate schedules or security regulations, and to allow fixture changes.
 - 2. Locations and square footage are subject to change and WSD reserves the right to either add or delete locations, square footage, and/or frequency of service(s).
 - 3. Stop service if necessary and restart at the City's discretion.

3.3. Contractor's Responsibilities:

- A. Provide custodial services in an efficient, customer-friendly, and well-run manner to meet the needs of the facilities.
- B. Verify all cleanable square footage per facility. Contact the Facilities Management Project Coordinator (FMPC) if there is a discrepancy.
- C. Adhere to the specifications set forth at a minimum, and perform the requirements with expertise, knowledge, and capability.
- D. Perform all work in strict accordance with the conditions, provisions, standards, and specifications described herein.
- E. Clean the facility according to the requirements of the Scope of Work and the facility's on-site cleaning scheduled (see Exhibit 2 - Water Services Department Locations to Clean by Group).
- F. Provide supervisory staff as identified in paragraph 5 Contractor Staffing and Operations Plan.
- G. Provide sufficient personnel, with the necessary training and qualification, for service delivery.
- H. Adhere to the mutually agreed to Operational Work Plans identified in paragraph 5 Contractor Staffing and Operations Plan.

- I. Demonstrate an understanding of the Quality Control Management plan for Daily/Weekly, Monthly, and Quarterly reviews outlined in the Scope of Work, paragraphs 3.10, and 12-16 and in Exhibit 3 - Quality Control Management Plan.
- J. Maintain equipment and tools as identified in the Scope of Work, paragraph 3.15 Cleaning Equipment Specifications.
- K. Furnish and maintain an adequate inventory for service delivery of all:
 - 1. cleaners
 - 2. disinfectants
 - 3. waxes
 - 4. wax stripping materials (including ecology designed stripper pads)
 - 5. wastebasket liners
 - 6. disposable bags for disposal of sanitary napkins
 - 7. screened deodorant bars for toilets and urinals
 - 8. urinal cartridge kits
 - 9. paper towels
 - 10. cleaning cloths.
- L. Utilization of an electric/motorized cart, or a company vehicle with company logo, is required at the following larger sites:
 - 1. Val Vista
 - 2. 24Th Street Water Treatment Plant,
 - 3. Deer Valley Water Treatment Plant
 - 4. Union Hills Water Treatment Plant
 - 5. 23rd Ave Wastewater Treatment Plant
 - 6. 91st Avenue Wastewater Treatment Plant
- M. Adhere to the City of Phoenix Recycling Program:
 - 1. Empty the recycling materials from the centrally located blue receptacle(s) within the building(s) on an “as needed” basis and put the materials into the recycle container(s) outside the building.
 - 2. Depending on the facility, move and/or empty the 100-gallon blue recycling containers to and/or from designated areas. The FMPC shall provide new Contractor employee training on recyclables.
 - 3. The Contractor will not be responsible for emptying the recycle containers located at City employees’ desks or workstations in most City facilities.
- N. Energy conservation:
 - 1. The Contractor shall practice energy conservation by turning off lights in unoccupied areas except where centrally controlled and by keeping windows and doors closed.
- O. Environmental preferred products:
 - 1. Section III - Special Terms and Conditions, paragraph 5.44 Environmental Preferred Products, states in part: “The City maintains the right to request that contractors supply certification of compliance with the above. Safety Data Sheets (SDS)’s shall be

provided to the City upon request. SDS's shall be provided with the solicitation when specified in the scope of work or submittal instructions."

2. For a list of environmentally preferred products see Section III- Special Terms and Conditions, 5.44 Environmental Preferred Products.
3. Electronic equipment: The Contractor's employees shall NOT clean any electronic equipment, including computers (PC) servers, switches, keyboards, and mice in any location, unless explicitly requested by the FMPC for a location.

3.4. Contractor Cleaning Response Time:

- A. The Contractor shall respond to emergency service requests when contacted by the FMPC in accordance with Section III - Special Terms and Conditions, 5.46 OSHA Laws and Regulations.
- B. An emergency call is a report of a condition/failure constituting immediate danger to personnel or property. This includes, but is not limited to; flooding, plumbing problems that caused flooding, leaking ceilings/roofs, and broken water pipes that require immediate cleaning services.
 1. Respond immediately to all emergency calls.
 2. For circumstances that interrupt or otherwise adversely impact property or occupant operations, the Contractor shall respond within 30 minutes of notification and be on site within two hours of notification, with appropriate equipment, and remain on the job until the problem has been resolved or City representative gives permission to leave.

3.5. Contractor Staffing and Operations Plan:

- A. The Contractor shall comply with the Staffing and Operations Plan that was mutually agreed to by the FMPC and the Contractor prior to the start of the contract (Instructions, paragraph 2.15).
- B. The plan shall include:
 1. A complete cleaning work schedule including daily, weekly, bi-monthly, monthly tasks for each service location
 2. List of employees' names and positions
 3. Background check pass/fail and date of background expiration
 4. Badge issuance and expiration dates
 5. Contacts for supervisors and key personnel
 6. 24-hour Emergency Contact
 7. Signature block for Contractor and WSD to sign off on when agreed upon
 8. Schedules for review of contract and specifications (weekly, monthly, quarterly)
- C. WSD may require modifications to the procedures set forth in the Staffing Plan and Operations Plan to promote efficient administration and public convenience.
- D. The Staffing and Operations Plan shall always be kept current by the Contractor and the FMPC. The approved plan shall be kept on file with the FMPC and must address the following:

1. The Contractor shall make modifications to the Staffing and Operations Plan as appropriate; all changes are subject to WSD review and approval.
 2. The Contractor shall furnish all personnel necessary to provide the services required by and in accordance with this Contract.
 3. In accordance with Section III – Special Terms and Conditions, 5.19 Communication in English, “It is mandatory that the Contractor’s lead person assigned to any City’s facility be able to speak, read and write in English in order to communicate at the site contact.”
 4. Employees and representatives of the Contractor shall be sufficiently fluent in the English language to read and understand chemical labels and signs. The Contractor must certify that all employees are trained to recognize and understand Universal Safety Symbols.
- E. The Contractor shall maintain a current list of employees and report any proposed changes of employees to the FMPC for approval.
1. Upon successful clearance of background check and badging, the Contractor shall report changes in the employment list and facility assignment to the FMPC. The changes effective upon the approval of the FMPC.
 2. The Contractor shall provide appropriate training to employees prior to the beginning of service, as well as ongoing training, under this contract to ensure competent performance of the work during scheduled hours.
 - a. Each new and reassigned employee will receive onsite training by the Contractor during the first two (2) days of employment and follow up with the employee to ensure that the employee is performing as trained during the employee’s second week on the job.
 - b. Additional training may be required or requested.
 - c. The Contractor may be required to submit proof of the employee’s training.
 3. The Contractor must ensure that all employees are trained in evacuation procedures and participate in fire or other facility evacuations.
 4. The Contractor shall be responsible for the conduct, demeanor, and appearance of its entire staff.
 5. The Contractor shall monitor schedule adherence and a supervisor will always be available or reachable.
 6. A Contractor’s employee who has been prohibited from working at a City facility because of breach of trust cannot be employed under this contract.

3.6. Site and Employee Supervision:

- A. The Contractor will inspect all sites, including all buildings that are cleaned, at a minimum of one time per week, unless otherwise stated; using Exhibit 4 - Quality Control Checklist to ensure the sites serviced by employees meet contractual standards. The weekly checklist should be signed off on and turned in along with the findings from the Custodial Daily Reports to the designated plant contact.

- B. "Supervision" includes, but is not limited to, thoroughly verifying the employees are filling out Exhibit 5 – Custodial Contractor Daily Report for each site and notating findings of any problematic areas that they have identified. Any unsatisfactory cleaning should be corrected immediately. Problematic areas shall include the following:
 - 1. Unsatisfactory cleaning
 - 2. Checking all areas for additional maintenance needs
 - 3. Checking supplies and restocking products
 - 4. Checking the SDS for expiration dates and replacing outdated sheets
 - 5. Supplying and filling out Hazardous Materials Identification System (HMIS) labels for products not imprinted with this information.
- C. Supervisors shall also verify:
 - 1. Employees communications/interfaces with on-site City staff
 - 2. Ensuring that employees are wearing City and company issued badges
 - 3. Inspecting all equipment to ensure performance
 - 4. Verifying timesheet/timecard entries are correct

3.7. Employee Identification

- A. All employees including Field or Site assigned Supervisors must be in uniforms. The uniform should have an easily visible company name or logo on the front and/or back while on site.
- B. Uniforms must not be dirty, stained, or have holes or torn. Open-toed shoes, shorts, and hats are not acceptable. Employees shall not wear colors or clothing associated with gangs.
- C. All employees shall always wear their City issued badge while performing contract duties at City facilities. FMPC may require badges to be worn on an armband. Please see Section III, Special Terms and Conditions, Employee Identification and Access, paragraph 5.34.

3.8. Building/Site Access

- A. Employees must possess a City of Phoenix identification badge for site access. FMPC may choose designated areas to leave badges and keys when workday is complete. Please see Section 5, Special Terms and Conditions, Contractor Worker Access Controls, Badge and Key Access Requirements, paragraph 5.34
- B. Only authorized Contractor employees are allowed on the premises of the City of Phoenix buildings while in the process of performing the services described herein or representing the Contractor as an employee authorized to perform these services. The Contractor's employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee.
- C. The Contractor's employees are forbidden access to designated restricted areas. Access to each building shall be as directed by the FMPC. The Contractor's employees are not authorized access to the premises other than during scheduled hours for the custodial

services. The Contractor's employees may not leave the premises during working hours except for their lunch break and in cases of emergency or approval from the FMPC.

- D. If applicable to the site, all doors will be locked upon completion of cleaning and any alarm system re-set. The Contractor's employees will be trained in the arming/disarming procedures of the alarm system. Any fines received resulting from an error in the Contractor's personnel arming/disarming the system will be deducted from the Contractor's monthly invoice. Deductions may also be taken if a FMPC is contacted outside of regular business hours, due to negligence of the Contractor staff, for assistance in the alarm system or any other problem due to untrained staff.

3.9. Work Week:

- A. Unless designated otherwise, the normal work week will be Monday through Friday, EXCLUDING CITY HOLIDAYS:

- New Year's Day;
- Martin Luther King, Jr. Day;
- President's Day;
- Cesar Chavez's Birthday;
- Memorial Day;
- Juneteenth
- Independence Day;
- Labor Day;
- Indigenous Peoples' Day
- Veteran's Day;
- Thanksgiving Day; the day after Thanksgiving Day;
- Christmas Day. Christmas Eve may be a one-half day if it falls on a normal workday for the facility.

3.10. Work Time Designations:

- A. Unless designated otherwise, the following time schedules in table below are applicable:
- 1 time daily - Work to be performed each day.
 - 2 times daily - Work to be performed once during day shift and once during evening shift.
 - 3 times daily - Work to be performed once per shift.
 - 1 time per week (weekly) - Work to be performed once per week with a minimum 4 days apart.
 - 2 times per week - Work to be performed twice per week with a minimum of 2 days apart.
 - 3 times per week - Work to be performed on Monday, Wednesday, and Friday.
 - 1 time per month (monthly) - Work to be performed once per month with a minimum of 3 weeks apart.

- 2 times per month (bi-monthly) - Work to be performed twice per month with a minimum of 2 weeks apart.
- 1 time per contract year (yearly) - Work to be performed once per contract year within the first 60 days of each 12-month period.
- 2 times per contract year - Work to be performed twice per contract year with the first work to be performed within the first 60 days and at 6 months thereafter of each 12-month period.
- 4 times per contract year (quarterly) - Work to be performed at approximately 90-day intervals with the first work to be performed within the first 30 days of each contract year.

3.11. Alteration of Work Hours

The FMPC reserves the right to make alterations in specific work hours as may be found necessary or desirable. Such changes shall not invalidate the Contract nor release the surety and the Contractor agrees to perform the work as altered, the same as it had been a part of the original Contract. When an unforeseen circumstance arises, WSD will decide with the Contractor to re-schedule the work. Additional costs shall not be incurred for a change in work schedules.

3.12. Facilities Specifications:

- A. Locations to be cleaned are identified by group in Exhibit 2 – Water Services Locations to Clean by Group. along with any additional items that are not detailed in the cleaning specifications outlined below.
- B. Cleaning must be completed for a facility during the times designated in Exhibit 2; however, all tasks may be completed in less that the full time allotted if the cleaning duties are performed as out lined in Daily Tasks, Weekly Tasks, Bi-Monthly, Monthly Tasks, and Ancillary Services.
- C. Day porter services or coverage of staff during the entire designated time is not needed.
- D. DAILY TASKS:
 1. Clean exteriors of refrigerators, coffee makers, vending machines, dispensers, clean microwave interiors.
 2. Clean doors, door frames, glass doors, cabinets doors/drawers, and side panels by removing all dirt, grease, cobwebs, stains, and fingerprints.
 3. Clean, polish, and sanitize sinks using germicidal detergent to remove solids and hard water residue.
 4. Clean chairs and tables thoroughly clean all surfaces including legs and arms.
 5. Clean, disinfect, and polish drinking fountains. Remove all water residues, calcium buildup, from mouthpiece and sides, spot clean adjacent walls and floor due to wall splash.
 6. Spot clean walls and light switches by removing fingerprints, dust, soil, cobwebs, gum etc., utilize clean water or solutions required by manufacturer's standards.
 7. Polish brass, chrome, stainless steel (interior & exterior). Make sure there is no build up anywhere on bright work. Remove fingerprints and smudges/stains.

8. Clean and polish elevators walls thoroughly and remove all debris. Remove dirt, debris from tracks and plates. Wipe down wall surfaces, using non- petroleum products polish all metal surfaces. Clean thoroughly, remove all debris. Sweep and mop elevator floors thoroughly removing all dirt and debris.
9. Empty all individual workstation trash and replace with new plastic liners.
10. Empty all recycle containers located in common areas throughout the facility (conference rooms, kitchens, hallways, and atriums).
11. Empty all trash receptacles cleaning interior and exterior if needed and replace liners. Return trash receptacles to designated areas.
12. Sweep or dust mop floors, stairs, and landings. Damp mop with neutral cleaner to remove all foreign substances such as gum or tar.
13. Vacuum and spot clean carpet, including carpeted walk-off mats in high traffic areas. Remove stains, deposits, gum & spills.
14. Vacuum clean carpet in all dining rooms and break rooms. Wipe clean all tables and chairs, interior windows and ledges.
15. Remove Graffiti - Remove paint, ink and other forms of graffiti using care not to damage the surface.
16. Clean ADA ramps and handrails. Pick up debris in and around entry and exit areas. Remove trash, cigarette butts, gum, tar, cobwebs, and debris and clean handrails.
17. Clean all exterior ashtrays, sift out cigarette butts from sand containers, refill sand, and remove debris around area.
18. Clean sidewalks, stairs, landings, ramps, loading docks, patios, exterior entryways including tables and chairs.
19. Pick up debris in and around areas of entry and stairways. Monitor building exterior to remove trash, cigarette butts, gum, tar, and debris.
20. Restrooms and Locker Rooms - Clean light switches, doors, and painted walls including removal of all fingerprints, stains from surfaces.
21. Restrooms and Locker Rooms - Clean restroom fixtures using germicidal cleaner. Clean all surfaces of basins and fixtures, bowls, toilet seats and urinals, wipe excess liquid from adjacent walls, fixtures and partitions, spray liquid enzymes around toilet and urinal bases.
22. Restrooms and Locker Rooms - Clean partitions, walls, doors, hinges, and seams on both sides, remove all debris. Clean ceramic wall tiles to remove streaks, smudges, and graffiti, maximum care will be taken to prevent staining to wall tile and grout.
23. Restrooms and Locker Rooms - Clean showers and disinfect all surfaces with germicidal cleaner to be free of soap and water residue build up.
24. Restrooms and Locker Rooms- Polish bright work stainless steel, chrome, brass including mirror frames, basin shelves and counters, bright work, soap dispensers, water fountains, piping and push plates on doors, handrails. Make sure of no build up anywhere on bright work.

25. Restrooms and Locker Rooms - Sweep floors and mop using a germicidal cleaner and clean water solution, include baseboards, using separate mop for restroom floors, mops are to be marked or color coded to indicate "Restroom Use Only", change water after cleaning each set of restrooms.
26. Restrooms and Locker Rooms - Trash cans should be emptied and spot clean, replace liners in cans, and return to designated area.
27. Restrooms and Locker Rooms - Pour in a solution of water and liquid enzyme bacterial digesting product into in floor drains.
28. Restrooms and Locker Rooms – Twice a day, refill all dispensers with supplies. Remove soap residue at spout, remove any toilet paper wrappers, and contractor will not leave extra toilet paper or paper towels in restrooms.
29. Organize/ Clean Custodial Closet/ Storage - Clean sink, dust/wet mop floor, and restock supplies and equipment. Personal effects – label/food store in name labeled container and place away from chemical area.

E. WEEKLY TASKS:

1. Thoroughly clean all baseboard surfaces following wet mopping and/or machine scrubbing.
2. Clean chairs and tables thoroughly clean all surfaces including legs and arms.
3. Clean dirty and dusty ceiling tiles and air vents dining rooms and break rooms.
4. Clean rubber and hard floor mats - Remove gum and spots, wash with neutral cleaner, rinse and let dry before returning mats to original location.
5. Clean window frames and sills removing dust, dirt and cobwebs from surface including corners.
6. Dust fixtures and light covers removing all surface dirt and dust.
7. Dust walls, ceiling, fixtures, and corners including removal of all cobwebs and dust.
8. Machine scrub ceramic/porcelain tile and unfinished concrete. A uniformly clean appearance will be seen in grout as well as on tile/concrete. This is in addition to the daily custodial duties and hours and shall be included in the monthly cleaning price.
9. Power Wash Sidewalks - Power wash taking care to avoid splashing debris on exterior walls and doors
10. Restrooms and Locker Rooms are to be dusted including doors, and locker tops. Remove all cobwebs, dust, and dirt.
11. Restrooms and Locker Rooms should have the floors machine scrub as designated per facility.
12. Restrooms and Locker Rooms should have all shower water lines run for 5 minutes once a week.
13. Spot clean chairs and couches and thoroughly vacuum to remove all debris.
14. Spray buff hard surface floors. Following manufacture's standards, a non-slip floor finish will be used to retain a uniform bright appearance, attention will be paid to edges, corners, and behind doors. This is in addition to the daily custodial duties and hours and shall be included in the monthly cleaning price.

15. Vacuum and sweep wall corners from floor to ceiling to remove dust, dirt, and cobwebs.

F. BI-MONTHLY TASKS:

1. Clean all glass surfaces interior and exterior in entryways.

G. MONTHLY TASKS:

1. Clean dirty and/or dusty ceiling tiles and air vents in break rooms.

2. Clean cubicle panels and cloth covered surfaces to remove all dirt, grime, handprints, and debris.

3. Clean walls, air vents, and ceiling fans to remove all dust, debris, marks, and surface dirt.

4. Dust and clean ceiling light lens covers using a neutral cleaner.

5. Dust and spot clean dining rooms and window blinds. Remove all dust and cobwebs. Remove moderate to heavy soil and grime and fingerprints.

H. ANCILLARY SERVICES: PER OCCURRENCE: Upon request, the Department Contact may ask that any of these Per Occurrence tasks be performed multiple times throughout the contract year. Per Occurrence requests shall be at a cost to the city per square foot or per the additional services labor hour rate submitted in Section V, Submittal, Ancillary Services.

1. Clean Carpet & Upholstery Cleaning - Includes all upholstery, carpet maintenance and cleaning. All carpet is required to be cleaned an estimated one (1) time per year. The City reserves the right to decrease or increase this estimate.

2. Clean Pressure Wash - Remove all dirt, grime and embedded foreign objects from walkways, entrances, sidewalks, and passageways.

3. Strip and Seal Sealed Concrete Floors - Concrete floors shall be stripped and sealed with five (5) coats of concrete sealer.

4. Strip and Wax Strip and Wax Hard Surface Floors - It is estimated that this task will be required on all hard surface floors one (1) time per year. The City reserves the right to increase or decrease this estimate.

5. Vacuum Clean Upholstered Furniture/Partitions - Clean upholstered furniture and partitions with extractor upholstery attachments or portable upholstery cleaner. Furniture and upholstery must be thoroughly vacuumed prior to cleaning and spot treat if necessary. Care will be taken not to harm fibers. This would be in addition to the daily custodial duties and hours and shall be included in the monthly cleaning price.

6. Strip and Wax VCT Floors - Strip floors and refinish with two (2) coats sealer and three (3) coats of floor wax/polish, in accordance with manufacturers specifications. All old wax build-up especially in corners and along baseboards must be removed.

7. Water coolers should be cleaned and sanitized directed by the Facility Management Coordinator. The cleaning shall include the following at a minimum:

- Unplug the cooler from the electrical outlet.
- The exterior of the cooler, as well as any plastic parts, should be cleaned using a solution of warm water and liquid soap. (Fantastic is not recommended.)
- Do not use sprays, mists, or vapors around the cooler.

- Keep the area around the cooler and water bottles free of dust and dirt.

3.13. Laboratory Cleaning Specifications:

- A. Always wear protective eyewear and latex gloves.
- B. Cleaning of all counter tops in laboratory testing areas is prohibited. Laboratory countertop areas are the responsibility of City staff.
- C. Microfiber products to be used when performing any dusting tasks (including floors).
- D. No aerosol product to be used in laboratory areas.
- E. Eating and/or drinking in any laboratory are prohibited.

3.14. Cleaning Standards:

- A. **DUSTING:** A properly dusted surface is free of all dirt and dust, streaks, lint, and cobwebs. Dusting will be accomplished with properly treated cloths.
- B. **GLASS CLEANING:** Glass is clean when all glass surfaces are without streaks, film, deposits, and stains, and have a uniformly bright appearance and adjacent surfaces have been wiped clean.
- C. **METAL CLEANING:** All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. The cleaner used is to be removed from adjacent surfaces.
- D. **SANITIZE:** Sanitizing should be done on a clean surface free of dirt. Sanitizer should follow manufactures directions and kill surface germs by 99.9%.
- E. **POLISH:** Surfaces will be properly polished to be smooth and glossy with properly treated cloths.
- F. **PLUMBING FIXTURES AND DISPENSER CLEANING:** Plumbing fixtures and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor, or stains.
- G. **SCRUBBING:** Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, and marks and standing water and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing immediately.
- H. **SPOT CLEANING:** Localized cleaning (not overall) for accidental spots and spills.
- I. **WALL WASHING:** After cleaning, the surfaces of all walls, ceilings, exposed pipes, and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film streaks and deposits.
- J. **SWEEPING/VACUUMING:** A properly swept floor is free of all dirt, grit, lint and debris except embedded dirt and grit.
- K. **SPOT CLEANING CARPETS:** A carpet adequately spot cleaned is free of all stains, deposits, gum, and spills. Care will be taken to use a product that will not harm the carpet fiber and is in accordance with the manufacturer's maintenance guidelines.
- L. **DAMP MOPPING:** A satisfactory damp mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

- M. **HARD SURFACES FLOOR TASK:** This task includes stripping, re-waxing and/or sealing of the hard surface floors and shall be performed separately from and in addition to the daily required man-hours. The Contractor shall coordinate the schedule of this task with the FMPC.
- N. **FLOOR FINISH REMOVAL (STRIPPING):** Removal is accomplished when surfaces have all finish removed down to the flooring materials, are free of all dirt, stain, deposits, debris, cleaning solution and standing water using a wet/dry vacuum. Apply Nutra- Rinse to the scrubbed area and remove with a wet/dry vacuum. Damp mop rinse all stripped flooring with clean water twice. Allow floor to dry.
- O. **FINISHED FLOOR (APPLICATION):** Apply even coats of sealer and allow ample time (30 minutes) to dry between applications. Allow last coat to dry one (1) hour before applying finish. Apply three (3) coats of finish, allowing ample drying time between applications. Follow manufacturer's specifications.
- P. **BUFFING OR FINISHED FLOOR SURFACES:** All finished floor areas will be buffed sufficiently for maximum gloss, removal of surface dirt and have uniform appearance. Only non-skid or approval floor finishes will be used.
- Q. **RAISED COMPUTER ROOM FLOORING:** Floor is to be mopped using a neutral cleaner. Mop is to be wrung out, so mop is barely damp, and no excess water drops off the mop. Raised flooring is to be dry buffed using a white buffing pad. The buffing task is to be performed as part of weekly floor requirements.

3.15. Cleaning Equipment Specifications:

Routine cleaning equipment may be placed on-site at start of contract and remain on-site throughout the duration of the Contract. Note: Cleaning equipment needed for these facilities includes but is not limited to the following.

A. **LIGHT DUTY CLEANING EQUIPMENT/SUPPLIES:**

1. 100" electrical extension cords
2. Clean cloth
3. Curved pipe brush for high dusting
4. Eraser cleaner/powder
5. Extension poles
6. Hand size cellulose sponges
7. Large waste collection barrels and supply.
8. Carrying bags
9. One-quart plastic bottles of lotion
10. Type cleanser
11. OSHA safety rated fiberglass six foot and eight-foot folding ladders
12. Plastic or metal sieve/strainer to filter cigarette butts out of the sand in urns (ashtrays)
13. Plastic spray bottles with detergent solutions, carpet spotter
14. Plastic spray bottles with glass cleaner
15. Push broom
16. Putty knives with 1-inch blades
17. Radiator brushes for dusting hard to get areas and rough surfaces

18. Short handled, small dust mops for low and high dusting
19. Squeegees – various sizes
20. Stainless steel polish in plastic container
21. Variety scrubbing brushes

B. RESTROOM CLEANING EQUIPMENT:

1. Bowl mop or brush
2. “Restroom Closed for Cleaning” signs
3. Disinfectant detergent in spray bottle
4. Disposable bags for sanitary napkins
5. Disposable rubber gloves
6. Enzyme
7. Plastic buckets
8. Pumice stone
9. Quart plastic bottle of bowl cleaner
10. Separate mop marked “For Restroom use Only”
11. Small brooms with 36” handles and long handled dustpan
12. Urinal deodorant bar must be of a type that is enclosed in screen and will not allow the deodorant part to damage the plumbing by clogging the drain
13. Wet floor signs

C. ROUTINE FLOOR/CONCRETE CARE EQUIPMENT:

1. Plastic dustpans with handle
2. Doodle bug
3. Extension cords
4. Floor machines with 175. 300 rpms driving block
5. High speed buffing machine
6. Mopping outfits
7. Putty knife or long. handle scrapers
8. Safety, wet floor signs, freestanding, yellow, plastic
9. Small broom with 36-inch handle
10. Spray buff pads
11. Spray buff solution in spray bottle
12. Three-foot dust mops for large open areas
13. Twenty-four-inch swivel dust mops
14. Various floor machine brushes for hammered concrete and porcelain floors
15. Wet/dry vacuum

D. ROUTINE CARPET CARE EQUIPMENT

1. 2 gal. Pump. up compression spray
2. 20” floor machine with 4 gal. shampoo tank
3. Backpack vacuum with (or equal to) 63” to 100” static lift, 112 to 150 cfm, 68 to 70 decibels (allows City personnel to conduct telephone conversations while vacuum is in operation), four level filtration system: 908 sq. in. to 1136 sq. in. total area, 10-quart filter capacity, full tool kit and 50” cord.

4. Bonnet pads with scrubbing strips
5. Carpet shampoo solution
6. Dust buster or other hand-held cordless type vacuum
7. Dustpan with handle
8. Extraction machine with accessories
9. Gum remover
10. Hepa filter commercial upright vacuum. Pile lifter with a single 12-amp motor with tools on board, 65 – 79 bd (allows City personnel to conduct telephone conversation while vacuum is in operation), and 10” to 16” wide cleaning path
11. Manual hand sweeper
12. Neutralizer (Nutra-Rinse) solution
13. Pre. Spray (pre. treat) solution
14. Quart spray bottles
15. Shower feed carpet brush
16. Small broom with 36” in. handle
17. Spot cleaning solution
18. Utility brushes
19. Note: Vacuums must be CRI (Carpet & Rug Institute) Green Label certified (bronze or better). Green label criteria and lists of compliant models may be found at: <https://carpet-rug.org/testing/seal-of-approval-program/>

E. SPECIAL CLEANING EQUIPMENT

1. 20” high variable speed burnishes with a minimum 1,500 rpm and capable of burnishing large areas quickly.
2. Automatic scrubber with 17-gallon recovery and solution tanks, self. contained walk behind scrubber, adjustable to clean all types of floor surfaces.
3. Grout cleaning machine capable of cleaning grout behind and under bathroom fixtures.
4. Self-contained carpet extraction machine with the following minimum requirements: automatic, electric, variable speed control with the ability to operate faster for interim cleaning or slower for restorative cleaning, 20” cleaning path, 15-gallon solution and recovery tanks. 100psi pump to spray solution, 1,200 rpm brush to agitate and loosen dirt, 3 stage vacuum motor for water and soil recovery, attachments to clean upholstery, removes dirt and residue without over wetting carpet.
5. Power Washer 3,000 PSI and maximum temperature of 275 degrees.

3.16. Performance Measures:

- A. At the sole discretion of the City of Phoenix, Performance Penalties may be assessed for repetitive instances of poor performance and Quality Control Inspection Report scores below 2.70, or egregious acts or non-compliance that leads to a disruption of business activities or major safety concerns for the City of Phoenix.
- B. **Quarterly review:** The Contractor may be required to attend a quarterly compliance review with a FMPC. The Contractor will be notified of the exact time and place of each meeting. The meeting will be at no additional cost to the FMPC. The intent of the

meetings is to review the inspections of the Facility Inspection Report or to discuss other matters related to the contract.

- C. **Quality and acceptability of work:** The FMPC shall decide all questions which may arise as to the quality and acceptability of any work performed under the resultant contract. If, in the opinion of the FMPC, performance becomes unsatisfactory, the City shall notify the Contractor.
- D. **Custodial service performance report:**
1. The FMPC may conduct monthly random facility inspections of the area(s) covered under this contract using Exhibit 4 - Quality Control Checklist to score performance. The purpose of the inspection is to assess the Contractor's adherence to the Scope of Work for each facility.
 2. The Contractor's supervisor, or higher representative, may be required to participate in the inspection with the FMPC.
 3. Inspection Procedures are as follows:
 - a. Each inspection will result in a written finding report which will be provided to the Contractor for follow-up. The report will also include a list of any outstanding performances observed during the inspection, a list of concerns and a list of suggested actions. All findings must be addressed by the Contractor.
 - b. If the Contractor is unable to respond within the requested time frame, 24-hours or 1 business day, an extension may be requested by the Contractor, and granted by the FMPC, if unusual circumstances prevent compliance. If a response is not received by the FMPC within the agreed upon time frame, the FMPC will follow up with the Contractor and Performance Penalties will be assessed. If the Contractor continues to be delinquent, in providing a response, the request will be elevated to the FMPC's management for further review.
 - c. Random follow-up inspections may be performed in those facilities that are assessed to be at a higher risk for recurrence of noncompliance.
 - d. Facility Inspection Reports will be kept on file and will be used to help determine facilities in need of future inspections.
- E. The FMPC will discuss performance issues with the Contractor according to the Custodial Service Performance Report - Overall Inspection Report rating:
1. **Score of 2.75 - 3.0: Passing Score**
 - a. The Contractor is not required to submit Exhibit 7 - Vendor Performance Report and Corrective Action.
 - b. The FMPC will review the findings and discuss with Contractor, as needed.
 2. **Score of 2.25 – 2.74: Needs Improvement/Corrections Required**
 - a. Performance Penalties may be assessed for this section pursuant to Performance Penalties section indicated below
 - b. The Contractor is required to submit a Vendor Performance Report and Corrective Action within 3 business days of receipt of form via email.

- c. The FMPC will follow up with Contractor once the form is emailed to discuss the report findings with Contractor, and a site visit may be scheduled at the request of City or Contractor.
 - d. The FMPC will perform a detailed review of Contractor's completed Corrective Action Form to ensure that the corrective actions that the Contractor has implemented will adequately address the findings.
 - e. The Contractor may be required to pay to the City up to 10% of the total monthly cost of the facility location being inspected for each monthly inspection report the Needs Improvement/Corrections Required.
3. **Score of 2.0 – 2.24: Needs Immediate Action:**
- a. Performance Penalties may be assessed for this section pursuant to Performance Penalties section indicated below
 - b. The Contractor is required to submit Vendor Performance Report and Corrective Action Form within 2 business days of receipt of form via email.
 - c. The FMPC will follow up with Contractor once the form is emailed to discuss the report findings with Contractor, and a site visit may be scheduled at the facility location with Contractor and FMPC.
 - d. The FMPC will perform a site review at the facility location within 1-3 business days after receipt of the Contractor's completed Corrective Action Form, to ensure the implementation of Contractor's stated corrective actions.
 - e. The Contractor may be sent a Notice to Cure at the discretion of the FMPC and the Procurement Officer.
 - f. The Contractor shall be required to pay to the City up to 25% of the total monthly cost of the facility location being inspected for each monthly inspection report that needs Immediate Action.
4. **Less than 2.0: Failure with Need for Immediate Action:**
- a. Performance Penalties may be assessed for this section pursuant to Performance Penalties section indicated below.
 - b. The Contractor is required to submit a Vendor Performance Report and Corrective Action within 1 business day of receipt via email.
 - c. The FMPC will initiate a conference call immediately to review the inspection findings with the following persons:
 - i. Contractor's Management – if applicable
 - ii. Contractor's Supervisors/Leads – if applicable
 - iii. WSD Facility Management
 - d. The Contractor may be sent a Notice to Cure at the discretion of the FMPC and the Procurement Officer.
 - e. The FMPC will initiate a facility site visit with Contractor to discuss the immediate action Contractor must take to address performance failure.
 - f. The FMPC will perform a site review at the facility location within 1-3 business days after receipt of the Contractor's completed Corrective Action Form, to assess the implementation of corrective actions.

- g. The Contractor shall pay to the City up to 50% of the total monthly cost of the facility location being inspected for each monthly inspection report that receives Failure with Need for Immediate Action.

3.17. Safety and Supplies Inspection Report:

The City takes very seriously the safety of all city employees, contractors, and residents using City facilities; therefore, **any non-compliance score in any category on Exhibit 6 - Safety Supplies and Equipment Inspection Report will require Contractor to pay to the City 25% of the total monthly cost of the facility being inspected.**

3.18. Contract Reassignments:

The Contractor may not assign, subcontract, sell or franchise all or any part of the Contract without the express written approval of the Deputy Finance Director.

3.19. Employee Strikes:

If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the City of Phoenix facilities which results in the curtailment or discontinuation of services performed hereunder, the City shall have the right during such period to perform the services of the Contractor using such materials or equipment used by the Contractor.

3.20. Contract completion walkthrough:

- A. Approximately 30 calendar days prior to the end of the contract, the Contractor's representative and the FMPC will schedule a walk-through inspection of the facilities to review cleanliness.
- B. If the cleanliness level of a facility is below that of the cleanliness standards established by the terms, conditions, and provisions of the contract, the FMPC will withhold the last monthly payment for that facility until the cleanliness standards are met and must be concluded prior to new contract start date.

3.21. Contract phase-out and transition:

- A. A Phase-out orientation is needed to familiarize the new Contractor and employees with operations. The successful Contractor shall be required to attend a start-up meeting with Water Services Department staff no less than 30 days prior to the contract start date after being awarded the contract. Such meetings will include a walkthrough of each facility. All correspondence shall be coordinated through the FMPC during this orientation period. Assistance may be in person, telephone, or through electronic media, or as requested by the FMPC. The Contractor shall be available to assist or answer questions during normal working hours, with same day response to the FMPC.
- B. A Contractor supervisor shall be onsite to orient employees the first day of the agreement. Throughout the entire contract period, a Contractor supervisor shall be onsite to orient employees the first day of all Contractor new hires or employees newly assigned to a specific location.

- C. The Contractor shall be required to provide phase-out orientation assistance, as requested, to the City for up to 30 calendar days following the new contracts effective date.
- D. The outgoing Contractor shall be wholly responsible for providing the services called for by this Contract during the phase-out period. The Contractor agrees to cooperate with the City to enhance the continuity and consistency of the services required by any resulting Contract.

4. Standard Terms and Conditions

4.1. Definition of Key Words Used in the Solicitation

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

"A.R.S." Arizona Revised Statute

"Buyer" or "Procurement Officer" City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract" or "Agreement" The legal agreement executed between the City of Phoenix, AZ, and the Contractor.

"Days" Means calendar days unless otherwise specified.

"Chief Procurement Officer" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"Employer" Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

"Offer" Means a response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

"Offeror" Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

"Solicitation" Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers, or quotes from suppliers.

"Suppliers" Firms, entities or individuals furnishing goods or services to the City.

"Vendor or Seller" A seller of goods or services.

4.2. Contract Interpretation

- A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

- B. Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
1. Federal terms and conditions if any
 2. Special terms and conditions
 3. Standard terms and conditions
 4. Amendments
 5. Statement or scope of work
 6. Specifications
 7. Attachments
 8. Exhibits
 9. Instructions to Contractors
 10. Other documents referenced or included in the Solicitation
- C. Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and will save and hold the City harmless with respect thereto.
- D. Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- E. Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- F. Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

4.3. Contract Administration and Operation

- A. **Records:** All books, accounts, reports, files, and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.
- B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.
- C. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.
 - 1. **For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be

- incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.
2. **For a Contractor with more than 35 employees:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.
 3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
 4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- D. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
 2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- E. **Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State, and local health, environmental and safety laws, regulations, standards, codes, and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:
1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
 2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions, and resolutions.
 3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).
- F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State, and local laws, regulations, standards, codes, and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.
- G. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships, and limited liability companies.
- H. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

- I. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

4.4. Costs and Payments

- A. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- B. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- C. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- D. **Discounts:** If applicable, payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- E. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- F. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

4.5. Contract Changes

- A. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.
- B. **Assignment - Delegation:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.
- C. **Non-Exclusive Contract:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

4.6. Risk of Loss and Liability

- A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.
- B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.
- E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.
- F. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

4.7. City's Contractual Rights

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

- E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage, or contingent fee.
- F. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

4.8. Contract Termination

- A. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- B. **Conditions and Causes for Termination:**
 - 1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
 - 2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products, or workmanship, which is of an unacceptable quality;
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

C. **Contract Cancellation:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

4.9. Notice

Any notice, consent, or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

4.10. Integration

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement, or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

4.11. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business>. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

4.12. Tax Indemnification

Contractor will pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

4.13. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes, or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

4.14. No Israel Boycott

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

4.15. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.16. Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents

concerning this Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

4.17. Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4.18. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

4.19. Contractor Requirements for the Mitigation of Heat-Related Illnesses and Injuries in the Workplace

Any contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The city may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

- A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- C. Access to shaded areas and/or air conditioning.
- D. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
- E. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- F. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

The contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the contractor to ensure compliance by its subcontractors.

5. Special Terms and Conditions

5.1. Term of Contract

The term of this Contract will commence on or about September 1, 2024, and will continue for a period of five (5) years thereafter.

5.2. Free on Board (FOB)

Prices quoted shall be FOB destination and delivered.

5.3. Price

All prices submitted shall be firm and fixed for the initial six-months of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Chief Procurement Officer are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Chief Procurement Officer.

5.4. Method of Ordering

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

5.5. Method of Invoicing

Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:

- City purchase order number or shopping cart number
- Items listed individually by the written description and part number
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped
- Applicable tax
- Invoice number and date
- Delivery address
- Payment terms
- FOB terms
- Remit to address

5.6. Method of Payment

Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

5.7. Partial Payments

Partial payments are authorized on individual purchase orders. Payment will be made for actual goods and services received and accepted by the City.

5.8. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile in procurePHX at <https://www.phoenix.gov/procure>. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

5.9. Estimated Quantities or Dollar Amounts (Requirements Contracts Only)

Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period.

5.10. Suspensions of Work

The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

5.11. Hours of Work

All work under this contract shall be coordinated with the City's authorized Department representative. Any changes to the established schedule must have prior written approval by the City's authorized Department representative.

5.12. Post Award Conference

A post-award conference will be held prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

5.13. Performance Interference

Contractor shall notify the City's authorized Department representative immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

5.14. Cooperative Agreement

In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona.

5.15. Exclusive Possession

All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.

5.16. Licenses and Permits

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

5.17. Delivery / Service Ticket

Contractor shall provide a packing list or service ticket for items delivered to the City or services provided to the City. Tickets should include the following and a legible copy shall be provided to the City:

- Date
- City purchase order number
- Written description of services which were provided
- Itemized list of materials which were delivered, including quantity
- A unique identification number and Contractor name
- Signature of City employee who accepted for the materials/services

5.18. Miscellaneous Fees

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided.

Labor rates (Shop and On-site) shall be charged as a flat hourly rate and are allowed only in performance of services under this agreement. Travel hours and other incidental fees will not be permitted under this agreement. Labor hours will be from “check-in” to “check-out” at the worksite.

5.19. Communication in English

It is mandatory that the Contractor’s lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

5.20. Contractor Assignments

The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Chief Procurement Officer or his authorized representative, the Contractor may be requested to perform the additional or special service.

5.21. Final Inspection and Approval

The Contractor will request the City’s authorized Department representative to conduct a site inspection after the project is complete. City’s authorized Department representative will prepare a “punch-list” during the inspection and will forward a copy to the Contractor.

After the “punch-list” items have been corrected, the Contractor will request a final inspection with the authorized Department representative. Final project approval is contingent upon the City authorized Department representative’s final inspection and written approval.

5.22. Specifications

The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, even if it has not been detailed in this document.

5.23. Storage Space

The Contractor may store supplies, materials, and equipment in a storage area on the City facility premises designated by the City’s authorized Department representative during work. The Contractor agrees to keep its portion of this storage area in accordance with all applicable fire regulations. The use of City storage facilities will be on a space available basis and subject to the approval of the City’s authorized Department representative.

No materials or equipment will be stored or temporarily set in restrooms, under stairwells or other spaces accessible to the public. Hazardous chemicals such as solvent based strippers and cleaners will not be stored on City property.

If storage is in an electrical closet, a minimum of 36 inches shall be provided in front of all electrical panels. The width shall be a minimum of 30 inches or the width of the panel. The width of working space in front of the electrical equipment shall be the width of the equipment or 30 inches, whichever is greater. In all cases, the workspace shall permit at least a 90-degree opening of equipment.

5.24. Telephone Use

Contractor shall be allowed job-related use of City telephone service at no cost to the Contractor and as designated by the City for use. The Contractor will pay any cost to repair damage caused by Contractor to the telephone equipment over and above normal wear and tear. Toll calls are not permitted by Contractor employees.

A list of emergency telephone numbers shall be maintained at the work locations by the Contractor and will include the Police and Fire Departments.

Personal cell phone use by Contractor employees is prohibited while performing duties under this contract. Telephone calls from all types of phones are restricted to breaks and lunches. Emergency calls will be placed and received at designated City telephones only. This includes communications between Contractor Management and onsite employees.

5.25. Transition of Contract

Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this contract.

5.26. Types of Work Supervision

The Contractor shall provide onsite supervision and appropriate training to assure competent performance of the work. Contractor or authorized agent will make sufficient daily routine inspections to ensure the work is performed as required by this contract.

5.27. Background Screening

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules, and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety, and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

5.28. Background Screening Risk Level

The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

5.29. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts

Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

5.30. Materiality of Background Screening Requirements; Indemnity

The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify, and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent, and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

5.31. Continuing Duty; Audit

Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

5.32. Variances and Exemptions

Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.
- Transportation Security Administration.
- Federal Aviation Administration.
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card.
- Arizona or other State Bars.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City's discretion.

5.33. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach

If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key.
- Contract Worker uses a badge or key of another to gain access to a City facility.
- Contract Worker commences services under this agreement without the proper badge, key, or background screening.
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key, or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation, or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge, and key requirements in this section are necessary to preserve and protect the public health, safety, and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

5.34. Employee Identification and Access

Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must always have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

5.35. Key Access Procedures

If the Contractor Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

5.36. Stolen or Lost Badges or Keys

Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

5.37. Return of Badge or Key

All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a City facility(s); or upon termination, cancellation, or expiration of this agreement.

5.38. Badge and Key Fees

The following constitute the badge and key fees under this agreement, which shall be paid for at the Contractor's sole cost and expense, unless otherwise provided for in the scope of work. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Initial Badge Fee:	\$55.00 per application
Replacement Badge Fee:	\$55.00 per badge
Lost/Stolen Badge Fee:	\$55.00 per badge
Replacement Key Fee:	\$55.00 per key
Replacement Locks:	\$55.00 per lock

5.39. Background Screening – Maximum Risk

- A. **Determined Risk Level:** The current risk level and background screening required is MAXIMUM RISK.
- B. **Maximum Risk Level:** A maximum risk background screening will be performed every three-year when the Contract Worker's work assignment will:
 - 1. work directly with vulnerable adults or children, (under age 18); or
 - 2. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
 - 3. unescorted access to:
 - a. City data centers, money rooms, high-value equipment rooms; or
 - b. unescorted access to private residences; or
 - c. access to critical infrastructure sites/facilities; or
 - d. direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.
- C. **Requirements:** The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

5.40. Contractor Certification; City Approval of Maximum Risk Background Screening

Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- A. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- B. submitting pass/fail results to the City for approval; and,
- C. reviewing the results of the background check every three to five years, dependent on scope; and,
- D. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- E. Submitting the list of qualified Contract Workers to the contracting department; and,
- F. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.

- G. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- H. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- I. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- J. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- K. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- L. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.
- M. The Contractor will submit prior to scheduling any services, a current list of names, addresses, and social security numbers of all employees requiring access to the facility. The Contractor is responsible for obtaining security clearance from the Police Department for all employees. The City reserves the right to change the restricted areas as needed. The Contractor grants the rights to the Police Department to conduct background checks of all employees entering the building. All employees will submit to the background check before access to the facility is given.
- N. The background checks will be conducted prior to any employee entering to work and will be based upon information provided to the Police Department including, but not limited to name, address, date and place of birth, social security number, INS number if applicable, and a copy of a valid photo identification. The information will be provided to the City’s authorized Department representative at least five business days (excluding weekends and holidays) in advance of the need for access. The form will be provided by the City’s authorized Department representative. The City’s authorized Department representative will conduct the security check.
- O. The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:
 - 1. Conviction of a felony.
 - 2. Conviction of a misdemeanor (not including traffic or parking violation).
 - 3. Any outstanding warrants (including traffic and parking violations).
 - 4. A person currently on parole or probation.

5. A person currently involved in an investigation.

5.41. Confined Space Structure Entry

Services performed under this agreement may require Contractor personnel to enter confined spaces. Contractor will be required to furnish equipment for confined space entry and must comply with OSHA regulation 1910.146 or most recent regulation. Contractor shall provide all necessary personnel, supplies, and equipment to satisfy the confined space entry program including, but not limited to, designated rescue personnel, appropriate fall protection supplies, atmospheric monitors, and retrieval systems.

Contractor shall have a written Confined Space Entry Program that meets all Federal, State, and local regulations and will be required to submit a copy of this program to the City for review and acceptance. The City reserves the right to modify the Contractor's Confined Space Entry Program where it is determined to be in the best interest of the City. Contractor will be required to fully comply with the final approval Confined Space Entry Program while performing work at all City locations.

Contractor's supervisory personnel shall have successfully completed an accredited Confined Space Entry Training Program and a 40-hour HAZWOPER Training Program. Certifications or Certificates of Completion must be current.

5.42. Dust Control

Contractor shall not cause or allow any dust generating operation, use of property, or any other operation which cause fugitive dust emissions that exceed the 20% visible emission opacity limit in Rule 300 of Maricopa County's Air Pollution Control Regulations. The Contractor shall suppress emission of dust to comply with this limit.

The Contractor shall NOT use grading, blading, disking, a Gannon or like equipment to control weeds without prior written authorization from the City's authorized Department representative. Earthmoving activities shall be conducted in accordance with the standards and work practices defined in Maricopa County Fugitive Dust Rule 310. Contractor shall obtain a Maricopa County Dust Control Permit for each site where there is earthmoving on areas greater than 0.1 acres. Contractor may submit invoices for reimbursement of dust control permit fees when necessary, provided documentation is included to verify the fee.

The use of leaf blowers is strictly prohibited. Acceptable alternatives to leaf blowers include: brooms, rakes, walk behind leaf vacuums, and PM-10 Compliance Sweepers. Debris shall not be swept into the street.

5.43. Environmental Preferred Products

The City of Phoenix has adopted a Sustainable Purchasing Policy <https://www.phoenix.gov/oep/spp-about> in an effort to protect human health and the environment, reduce operating expenses, and reduce potential liability associated with the use of hazardous materials.

The chemical products selected for use in this contract shall avoid physical and health hazards by adhering to either of the following requirements:

EITHER meet the most current criteria of one of the following standards, as applicable:

- EPA's Safer Choice,

- Green Seal GS-11 (paints & coatings),
- GS-34 (cleaning/degreasing agents)
- GS-36 (commercial adhesives),
- GS-37 (institutional cleaners),
- or GS-40 (institutional floor care)

OR meet each of the following criteria:

- (pH) greater than 2.5 and less than 12.
- Flashpoint greater than 150 degrees F
- National Fire Prevention Association (NFPA) or Hazardous Materials Identification System (HMIS) rating of 2 or less in each category.
- Maximum of 50 g/L or 5% by weight volatile organic compound (VOC) content or comply with the California Air Resources Board's maximum allowable VOC limit for consumer products (listed at California Code of Regulations 94507-94517).
- Contain no known carcinogens, reproductive toxins, persistent bio accumulative toxins (PBTs), or ozone-depleting substances.
- Contain no hazardous waste toxins listed at 40 CFR 261.24 at concentrations that could require regulation of the material as a toxicity-characteristic hazardous waste.

The City maintains the right to request that Contractors supply certification of compliance with the above. SDS's shall be provided to the City upon request. SDS's shall be provided with the solicitation when specified in the scope of work or offer instructions.

5.44. Equipment / Safety

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety traffic control equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the City and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor.

5.45. Hazardous Materials Requirement SDS

Contractor shall provide a copy of the current Safety Data Sheet (SDS) for the product(s) offered. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered by CAS number; no "trade secret" or otherwise defined ingredients shall be accepted by the City. The Contractor shall provide required safety and health training for City employees on each product offered and for proper use, storage, and disposal, when requested by the City. The Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by the City. The cost for any requested training and disposal of used containers shall be included in the offered price for the product. The Contractor shall also accept returned product that was purchased as a result of this solicitation and for which the City no longer needs the product. Returned product will be in its original container(s), unopened, and must be returned to the Contractor at least 45 calendar days after the end of the project. All products must be labeled per 29CFR 1910.1200.

5.46. OSHA Laws and Regulations

Emergency Spill Response Plan: Contractor shall determine whether products selected could require an emergency spill response plan for any hazardous material used. If such determination is made, a plan for directing employees in proper response procedures must be submitted. At a minimum, the response plan must address the following:

- Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
- Notification procedures.
- Response coordination procedures between Contractor and the City.
- Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.
- Provide a description of the training provided to the Contractor employees.

Hazardous Materials Storage and Labeling Specifications: Contractor shall, to the satisfaction of the City of Phoenix's environmental representative, properly and safely store all hazardous materials, which shall include as a minimum, the following:

- Have a designated storage site for hazardous material, which includes secondary containment.
- Provide signage approved by the City of Phoenix's environmental representative clearly identifying the hazardous materials storage site. Signage must be in language understood by Contractor's on-site employees.
- All hazardous materials containers must be labeled according to OSHA requirements and bear applicable NFPA or HMIS labels.

OSHA Guideline Compliance: Contractor shall comply with all applicable Federal, State, City and local laws, regulations and rules including, but not limited to:

- Safety Data Sheets – Contractor shall furnish to the City's Department copies of Safety Data Sheets (SDS), or all products used, prior to beginning service in any facility. Contractor must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's SDS must be provided prior to the product being used in any facility. The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
- Labeling of Hazardous Materials – Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers
- Caution Signs – Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs must be on-site during each scheduled cleaning.
- Blood Borne Pathogens – Contractor shall comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor shall be responsible for compliance on date of contract acceptance and shall provide proof to the City's Department.

Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the City's Department, upon commencement of this Contract, and reviewed by the Department Safety Analyst for verification. Failure of the Contractor or their employees to comply with all applicable laws and rules shall permit the City to immediately terminate resultant Contract without liability.

SDS Notebooks: Contractor shall maintain on the site a notebook containing current (dated within the past three years or verified as most current by manufacturer) SDS for all materials being used on site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor's on-site storage area. The notebook must be kept up to date as materials are brought onto and removed from the site. A complete copy of the SDS notebook shall also be provided to the City. New products must be approved for use by the City by providing a copy of the product's SDS for review and approval.

Non-Hazardous Materials Labeling Specifications: The Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the Site, the City's environmental representative will notify the Contractor and Contractor will within one hour clearly label the container or remove it from the site. Any containers that are filled from larger containers must also be labeled.

Offsite Storage of Hazardous Materials: The City encourages storage of hazardous materials off site until the materials are needed on site. Solvent based strippers and cleaners will NOT be stored on City property.

Hazardous Materials Management Program Documentation: The Contractor shall make all required documentation available immediately upon request of the City's environmental representative. The Contractor shall also provide the City's environmental representative with copies of all permits obtained from environmental regulatory agencies.

Contractor Training Requirements: The Contractor shall provide requested copies of the company's written Hazardous Communications Program to the City of Phoenix that satisfies requirements listed under sections e, f, g, and h of 29 CFR 1910.1200, Hazard Communications. The Contractor must demonstrate how employees are trained in the proper use, storage, and disposal of chemical products and wastes in a language understood by the Contractor's on-site employees.

5.47. Environmental Quality - Drinking Water and Treatment Chemicals

All materials, equipment, supplies or products that come into contact with drinking water or drinking water treatment chemicals shall conform to American National Standards Institute standards 60 and/or 61 as evidenced by certification from either Underwriters Laboratories or NSF International. Contractor must provide proof of this certification if requested.

All products provided in response to this solicitation shall be certified by the U.S. EPA Water Sense Partnership program for water efficiency.

5.48. Handling of Photographs

The US Department of Homeland Security has designated water and wastewater treatment facilities as 'critical infrastructure/key resources. Because of federal directives, only persons authorized by the WSD Security Management Unit are permitted to photograph or film Water infrastructure, facilities, and assets which any include, but are not limited to: pay stations, warehouses, lift stations, treatment plants, service yards, booster stations, well sites, vehicles and related equipment and supplies.

5.49. Tax Exemption

Pursuant to A.R.S. § 42-5061 and Phoenix City Code § 14-110, pipes or valves four inches in diameter or larger used to transport oil, natural gas, artificial gas, water, or coal slurry, including compressor units, regulators, machinery and equipment, fittings, seals, and any other part that is used in operating the pipes or valves are exempt from the imposition of sales or use tax.

6. Defense and Indemnification

6.1. Standard General Defense and Indemnification

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

7. Insurance Requirements

7.1. Contractor's Insurance

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees, and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

7.2. Scope and Limits of Insurance

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

7.3. Commercial General Liability – Occurrence Form

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

7.4. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.

- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

7.5. Worker’s Compensation and Employers’ Liability

Workers’ Compensation Statutory

Employers’ Liability:

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

7.6. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to wsdprocurement@phoenix.gov.

7.7. Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

7.8. Verification of Coverage

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to wsdprocurement@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

7.9. Subcontractors

Contractor’s certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix

reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

7.10. Approval

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

8. Submittals

8.1 Copies

Please submit one electronic copy via electronic mail of the Submittal Section and all other required documentation. Please do not lock the electronic copy with password protection so that the City may digitally incorporate the successful offer into the awarded contract.

Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.

This Offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City's best interest to release offer(s).

8.2. Solicitation Response Check List

Use this check list as a tool to review your submission to ensure that all required documents and forms are included.

The written offer should be:

- Typewritten for ease of evaluation
 - Signed by an authorized representative of the Offeror
 - Submitted with contact information for the individual(s) authorized to negotiate with the City
- A. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.
 - B. Submittal Forms - All submittal forms are completed and signed.
 - C. Addenda - Signed copies of all published addenda

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.

8.3. Additional Quantities

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual custodial services, that will be purchased under this contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.

Note: Offers taking exception to this option for additional quantities clause shall indicate in their offer.

OFFER

(please complete, sign, and return with the submittal)

TO THE CITY OF PHOENIX - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a solicitation.

Arizona Sales Tax No. _____
 Use Tax No. for Out-of-State Suppliers _____
 City of Phoenix Sales Tax No. _____
 Arizona Corporation Commission File No. _____

Taxpayer's Federal Identification No.: If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

<p>Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION 2 – INSTRUCTIONS - CITY'S REGISTRATION)</p>	
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

 Authorized Signature

 Date

 Print Name and Title
(President, Manager, Member)

 Offeror Legal Name and Company Type
(LLC, Inc., Sole Proprietor)

Name of Company: _____
 Address: _____
 Authorized Signature: _____
 Print Name and Title: _____

CONFLICT OF INTEREST AND TRANSPARENCY FORM

(please complete, sign, and return with the submittal)

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name:

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

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4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

--

5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

- Subcontractors may be retained, but not known as of the time of this submission.
- List of subcontracts, including the name of the owner(s) and business name:

--

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

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7. Disclosure of Conflict of Interest:**A. City Code Section 43-34**

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
- I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:

8. Acknowledgements

A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
 Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA

COSTS AND PAYMENTS

(please complete and return with the submittal)

PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City **will default to 0% - net 45 days:**

____ Contractor offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

____ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City’s servicing bank (“Bank”). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

EMERGENCY 24-HOUR SERVICE CONTACT

(please complete and return with the submittal)

Contact Name: _____

Telephone Number: _____

Alternate Contact: _____

Telephone Number: _____

CONTRACTOR LICENSING REQUIREMENTS

(please complete and return with the submittal)

Offeror shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. § 32-1151, and unless otherwise exempted by A.R.S. § 32-1121, Offeror shall have the correct class of license as required by the Registrar of Contractors for the work specified, at the time of offer submission.

Offeror certifies possession of the following license:

Licensed Contractor's Name _____

Class _____

License Number. _____

Expiration Date _____

CONTRACTOR INFORMATION

(please complete and return with the submittal)

Company Name _____

Street/Mailing Address _____

City, State, Zip Code _____

Contact Person _____

Telephone Number _____

Email Address _____

Arizona Sales Tax No. _____

City of Phoenix Sales Tax
No. _____

Arizona Corporation
Commission File No. _____

City's Vendor Registration ID
No. _____

PLACE OF BUSINESS

(please complete and return with the submittal)

Bidder's place of business will be an award factor in order to minimize the City's transportation and handling costs. If additional service locations are available or if different from the address in the Offer Section, enter below:

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX

A Municipal Corporation
Jeffrey Barton, City Manager

Director or delegate:
Title:
Department:

Attest:

_____ this ____ day of _____ 2024

City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

Exhibit 1 - Water Services Department Locations

ITEM NO.	FACILITY	ADDRESS	Est SQF
1	Val Vista Water Treatment Plant - Group 1	3200 E. McDowell Rd Mesa AZ 85213	24,650
a	Administration Building		
b	Building #2 - Used Water Recovery		
c	Building #3 - Warehouse		
d	Building # 4 - Solids Handling		
e	Building # 6 - West Plant Electrical (office only)		
f	Building #10 - Disinfection		
g	Building #18 - Security Guard House		
2	91st Ave Wastewater Treatment Plant - Group 2	5615 S. 91st Ave Tolleson, AZ 85353	35,312
a	Administration Building		
b	Building 8 Maintenance and Warehouse		
c	Building 10 Solids Control		
d	Building 18 Dissolved Air Facility (OAF)		
e	Building 20 Head Works Central		
f	Building 23 Plant 1 Primary Control		
g	Building 24 Blower Building 1		
h	Building 30 Central Operations		
i	Building 33 Plant 2 Primary Control		
j	Building 34 Plant 2A Secondary Control		
k	Building 40 Chlorine (CL2)		
l	Building 42 Plant 3 Primary Control		
m	Building 44 Plant 3 Secondary RASIWAS		
n	Building 55 Solids Handling Facility (SAF)		
o	Building 111 UPO Primary Sludge Pump Station 1		
p	Building 116 UPO RASIWAS Pump Station 1		
q	North Guard House		
r	South Guard House		
3	23rd Ave Wastewater Treatment Plant - Group 3	2470 S. 22nd Ave Phoenix, AZ 85009	29,266
a	Modular Trailer		
b	Security guard house		
c	Travini Conference Center and Visitor Center		
d	Building # 26 Primary Building #		
e	Building # 28 Blower		
f	Building # 35 Administration		
g	Building # 38 Technical Support		
h	Building # 40 Central Operations		
i	Building # 48 Maintenance and Warehouse		

Exhibit 1 - Water Services Department Locations

ITEM NO.	FACILITY	ADDRESS	Est SQF
j	Building # 51 Lift station & Collections TV shop		
k	Building # 61 Chlorine		
l	Building # 63 Solids handling facility		
m	Building # 75 Filter		
4	Water Services Building (Building # 31) - Group 3	2474 S. 22nd Ave Phoenix, AZ 85009	54,352
5	Water Distribution – Meter Operations Area 4 - Group 3	2333 W. Durango Phoenix, AZ 85009	2,472
6	Water Distribution Warehouse - Group 3	2500 S. 22nd Ave Phoenix, AZ 85009	347
7	24th Street Water Treatment Plant – Group 4	6202 N. 24th St Phoenix, AZ 85016	16,050
a	Administration Building		
b	Maintenance Building		
c	Dewatering Building		
d	Filter Buildings (six)		
e	EH & S office		
f	Server building		
g	Guard House		
h	Warehouse		
8	Water Administration Building/Water Distribution Meter Operations Area 2/Water Security Management – Group 4	6202 N. 24th St Phoenix, AZ 85016	17,400
9	Water Remote Facilities – South – Group 4	5204 E. Thomas Rd Phoenix, AZ 85018	6,948
a	Administration Building		
b	Back Break Room Building		
c	Electrical Building		
d	Instrument and Control Building		
e	Maintenance Shop Building		
f	Welding Shop Building		
g	Warehouse Building		
10	Water Distribution Reservoir Yard/Wastewater Collection East Yard – Group 4	3015 N. 52nd St Phoenix, AZ 85018	5,000
11	Deer Valley Water Treatment Plant (Group 5)	3030 W. Dunlap Phoenix, AZ 85051	26,100
a	Administration Building		
b	Analyzer Building		
c	Security Guard House		
d	Chemical and Solids Building		
12	Water Distribution – Morten Yard (Group 5)	7617 N. 21st Ave Phoenix, AZ 85021	1,824
13	Water Distribution – Meter Operations Area 3/Water Customer Services – Northwest Pay Station (Group 5)	10255 N. 23rd Ave Phoenix, AZ. 85021	2,585

Exhibit 1 - Water Services Department Locations

ITEM NO.	FACILITY	ADDRESS	Est SQF
13	Water Distribution -Cave Creek Yard/Water Production - SCADA OPS/Water Remote Facilities – North -Group 6	21642 N. 20th St Phoenix, AZ 85024	27,570
a	Administration Building		
b	Warehouse		
c	Machine Shop & Offices		
d	PVR Shop & Offices		
e	Outside Kitchen/break room		
f	Outside restrooms		
g	Electrical Shop & offices		
h	Welding Shop & Office		
i	Project Coordinator Office		
j	Secure Document Storage Office		
k	Breezeway & Maintenance		
l	Building Mechanics Shop & Offices		
15	Union Hills Water Treatment Plant - Group 6	2001 E. Deer Valley Phoenix, AZ 85024	9,400
a	Security guard house		
b	Building# 1 Welding Shop/Storage (restroom)		
c	Building# 2 Raw Water MCC (restroom)		
d	Building # 8 Solids Handling (office, restroom)		
e	Building # 9 Administration		
f	Building # 11 Chlorine Building (restroom, entrance area)		
16	Cave Creek Water Reclamation Facility – Group 6	22841 N. Cave Creek Rd Phoenix, AZ 85024	3,942
a	Maintenance Shop - Storage, (offices and storage areas)		
b	Electrical Shop - Storage, (offices, storage areas)		
c	Admin Bldg. - Administration		
17	Water Distribution – Meter Operations Area 1 (Group 7)	1401 E. Hess St Phoenix, AZ 85034	17,317
18	Water Distribution – Corona Yard (Group 7)	936 E. Broadway Phoenix, AZ 85040	3,133
19	Water Distribution – Campbell Yard (Group 7)	4436 N. 35th Ave Phoenix, AZ 85017	4,226
a	Administration Building		
b	Maintenance Building		
c	Blue Stake Building		

EXHIBIT 2 – WATER SERVICES DEPARTMENT LOCATIONS TO CLEAN BY GROUP

VAL VISTA WATER TREATMENT PLANT - GROUP 1 3200 E. McDowell Rd			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	VCT	11,450	5:00 a.m. and 3:30 p.m. Minimum Weekly Man-Hours 80
	Ceramic Tile	6,400	
	Concrete	3,650	
	Carpet	2,250	
	Stairs & Landings	900	
	Total	24,650	
Campus Description:			
<p>Water treatment plant consisting of seven (7) separate buildings: Administrative and- general offices, control room, laboratories, conference room, restrooms, showers, locker area, and kitchen, break rooms and shop offices.</p> <p>Administration Building</p> <p>Building #2 - Used Water Recovery</p> <p>Building #3 - Warehouse</p> <p>Building # 4 - Solids Handling</p> <p>Building # 6 - West Plant Electrical (office only)</p> <p>Building #10 - Disinfection</p> <p>Building #18 - Security Guard House</p>			
Restrooms, Water Fountains, Kitchens, and Locker Rooms			
<p>17 Restrooms - 18 stalls, 11 urinals, 19 sinks</p> <p>6 Water fountains</p> <p>2 Kitchens - 2 sinks</p> <p>2 Locker rooms – 10 showers</p>			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12 and the Laboratory Cleaning Specification		
Additional Cleaning Specifications:	Trash receptacles in break rooms, kitchens, and Operator rooms to be emptied twice (2X) daily.		

VAL VISTA WATER TREATMENT PLANT - GROUP 1
3200 E. McDowell Rd

Administration break room to be spray buffed twice (2X) weekly on Tuesday & Thursday.

Additional Site-Specific Information
 A small motor driven electric vehicle/cart capable of transporting sufficient cleaning supplies/equipment to be used on site from the first day till the end of the contract period. The contractor is responsible for supplying and maintaining vehicle/cart. The vehicle/cart must always be maintained in good operating order and not removed from site except for maintenance for no longer than (2) business days if so a replacement vehicle will need to be provided.

91ST AVE WASTEWATER TREATMENT PLANT - GROUP 2
5615 S 91st Ave

Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	VCT	15,995	5:00 a.m. and 4:30 p.m. Minimum Weekly Man-Hours 120
	Ceramic Tile	10,085	
	Carpet	7,646	
	Concrete (Sealed)	866	
	Vinyl Panel Flooring	720	
	Rubber	0	
	Total	35,312	

Campus Description:

The 91st Avenue Wastewater Treatment plant has eighteen (18) buildings which include: general offices, conference rooms, kitchens, break rooms, training classrooms, restrooms, showers and locker rooms, receptionist areas, computer control rooms, testing laboratories, electrical shop, hallways, stairs, elevators, guard houses, walkways, and patios.

Custodial services to be provided to eighteen (18) separate buildings located throughout the site. Facilities are listed below:

- Administration Building
- Building 8 Maintenance and Warehouse
- Building 10 Solids Control
- Building 18 Dissolved Air Facility (OAF)
- Building 20 Head Works Central
- Building 23 Plant 1 Primary Control
- Building 24 Blower Building 1
- Building 30 Central Operations
- Building 33 Plant 2 Primary Control
- Building 34 Secondary Control Room (Locker Room)
- Building 40 Chlorine (CL2)
- Building 42 Plant 3 Primary Control

91ST AVE WASTEWATER TREATMENT PLANT - GROUP 2	
5615 S 91st Ave	
	Building 44 Plant 3 Secondary RASIWAS Building 55 Solids Handling Facility (SAF) Building 111 UPO Primary Sludge Pump Station 1 Building 116 UPO RASIWAS Pump Station 1 North Guard House South Guard House
	Restrooms, Kitchens, and Water Fountains 26 Restrooms - 37 stalls, 34 sinks, 8 urinals 23 water fountains 7 Locker rooms – 11 showers 4 Kitchens – 4 sinks
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12 and the Laboratory Cleaning Specification
Additional Cleaning Specifications:	M-W-F: Buildings 111 and 116 will only need to be cleaned 3 times per week instead of daily; this includes restrooms.
Additional Site-Specific Information	<p>Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the Contractor to ensure that all custodial staff understand and follow the procedures. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation.</p> <p>A small motor driven electric vehicle/cart capable of transporting sufficient cleaning supplies/equipment to be used on site from the first day till the end of the contract period. The contractor is responsible for supplying and maintaining vehicle/cart. The vehicle/cart must always be maintained in good operating order and not removed from site except for maintenance for no longer than (2) business days if so a replacement vehicle will need to be provided.</p> <p>Safety glasses and latex gloves must always be worn when performing work in any areas where chemicals are present or in a testing lab of any type. Microfiber products to be used when performing any dusting task, including floors. No aerosol products to be used in laboratory areas.</p>

23RD AVE WASTEWATER TREATMENT PLANT - GROUP 3			
2470 S 22nd Ave			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	Carpet	8,619	5:00 a.m. and 5:30 p.m. Minimum Weekly Man-Hours 80
	VCT	8,493	
	Ceramic	5,108	
	Concrete	4,939	
	Raised Floor	1,200	
	Rubber	907	
	Total	29,266	

23RD AVE WASTEWATER TREATMENT PLANT - GROUP 3

2470 S 22nd Ave

	<p align="center">Campus Description:</p> <p>The 23rd Avenue Wastewater Treatment plant has thirteen (13) buildings which include: general offices, training rooms, laboratories, shower rooms, restrooms, lunchrooms/kitchens, computer rooms and control rooms.</p> <p>Modular Trailer</p> <p>Security guard house</p> <p>Travini Conference Center and Visitor Center</p> <p>Building no. 26 Primary building</p> <p>Building no. 28 Blower (control room)</p> <p>Building no. 35 Administration (offices, restrooms, conference room)</p> <p>Building no. 38 Technical Support (offices, conference room, training rooms, break room and restrooms)</p> <p>Building no. 40 Central Operations (break room, operator station, showers, locker room and restrooms)</p> <p>Building no. 48 Maintenance and Warehouse (offices, restrooms, stairs and landing)</p> <p>Building no. 51 Lift station & Collections TV shop (offices & restroom – two levels)</p> <p>Building no. 61 Chlorine (offices and restrooms)</p> <p>Building no. 63 Solids handling facility (control rooms & restrooms – 4 levels)</p> <p>Building no. 75 Filter (laboratory, control room, and restrooms)</p> <hr/> <p align="center">Restrooms, Kitchens, and Water Fountains</p> <p>21 Restrooms - 33 stalls, 29 sinks, 12 urinals</p> <p>10 water fountains</p> <p>4 Kitchen - 4 sinks</p> <p>5 Locker rooms – 15 showers</p>
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12
Additional Cleaning Specifications:	<p>Travini Conference Center and Visitor Center Buildings (finish cleaning before 08:00am)</p> <p>Building 40: break room floor to be buffed twice (2x) weekly</p>
Additional Site-Specific Information	<p>Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the Contractor to ensure that all custodial staff understand and follow the procedures. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation.</p> <p>A small motor driven electric vehicle/cart capable of transporting sufficient cleaning supplies/equipment to be used on site from the first day till the end of the contract period. The contractor is responsible for supplying and maintaining vehicle/cart. The vehicle/cart must always be maintained in good operating order and not removed from site except for maintenance for no longer than (2) business days if so a replacement vehicle will need to be provided.</p>

WATER SERVICES BUILDING (Building 31) - GROUP 3
2474 S 22nd Ave

Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	Carpet	22,212	6:00 a.m. and 10a.m. and again between 4:00p.m and 7:00 p.m. Minimum Weekly Man-hours 120
	Concrete	13,207	
	VCT	12,667	
	Ceramic	3,144	
	Terrazzo	3,122	
	Total	54,352	
Building Description:			
General offices, water quality laboratories, conference rooms, lunchrooms, storage areas, restrooms, showers/locker rooms, elevators, and stairwells			
Restrooms, Kitchens, and Water Fountains			
6 Restrooms - 13 stalls, 12 sinks, 9 urinals 4 water fountains; 4 water dispensers 4 Locker rooms – 15 showers 2 Kitchens – 3 sinks			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12 and the Laboratory Cleaning Specification		
Additional Cleaning Specifications:	Morning cleaning should include wiping down of all surfaces and empty all trash cans and recycling bins. Restricted areas – work is to be performed on Monday morning beginning at 8a.m. Laboratory foyer 2054A and laboratories 2054/2055: Separate mop and bucket must be used and stored in area designated by COP representative. Water only to be used unless otherwise instructed by FMPC. The City will provide specialized cleaning products if needed. Once per month - Storage room 2033 floor to be cleaned. 1 time weekly - Laboratories 2044, 2047 and 2052 to be cleaned. See 2nd floor receptionist for access to these restricted areas Laboratory 2nd Shift cleaning should begin at 6:00p.m. Evening cleaning should include all floor cleaning and empty all trash and recycle bins. The night shift staff is primarily responsible for laboratory detail cleaning and all* floor care. This includes mopping, buffing, machine scrubbing restroom floors, vacuuming and carpet extraction. *Exception to night shift floor work: restricted access areas 2033, 2044, 2047, 2052 and 2054A (2054/2055) will be cleaned by the day crew. Laboratory counter tops are to be covered with lightweight plastic drop cloths when performing high dusting and or overhead cleaning tasks. The drop cloths must be removed as soon as the cleaning of the area is complete. *NOTE: no drop cloth is to be used in an area where "wet baths" or equipment is running that generates heat. Cleaning of these areas is to be done only when equipment is not running. Trash to be picked up and liner bags to be replaced in Laboratory 2040 nightly. All trash receptacles to be emptied by the night shift every Friday night in all Laboratories."		

WATER SERVICES BUILDING (Building 31) - GROUP 3	
2474 S 22nd Ave	
	Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the Contractor to ensure that all custodial staff understand and follow the procedures outlined in the contract. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation.
Additional Site-Specific Information	

WATER DISTRIBUTION – METER OPERATIONS AREA 4 - GROUP 3			
2333 W Durango			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	VCT	1,132	8:00 a.m. and 11:00 a.m. Minimum Weekly Man-Hours 15
	Carpet	785	
	Ceramic Tile	510	
	Concrete	45	
	Total	2,472	
Building Description:			
General offices, assembly room, conference room, and restrooms with showers			
Restrooms, Kitchens, and Water Fountains			
2 Restrooms - 4 stalls, 6 sinks, 2 urinals, 1 Water Fountain 1 Locker Room - 2 Showers 1 Kitchen			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12		
Additional Cleaning Specifications:	N/A		
Additional Site-Specific Information	Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the Contractor to ensure that all custodial staff understand and follow the procedures. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation.		

WATER DISTRIBUTION WAREHOUSE - GROUP 3			
2500 S 22nd Ave			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	VCT	347	11:00 a.m. and 1:00 p.m. Minimum Weekly Man-Hours 15
	Total	347	
Building Description:			
General office, loading dock and restroom			

WATER DISTRIBUTION WAREHOUSE - GROUP 3	
2500 S 22nd Ave	
	Restrooms, Kitchens, and Water Fountains 1 Restroom - 1 stall, 1 sink, 1 urinal
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12
Additional Cleaning Specifications:	Record storage room to be cleaned every first Monday of the month. The storage room is approximately 500 sqf. and will require floors cleaning and dusting.
Additional Site-Specific Information	N/A

24TH STREET WATER TREATMENT PLANT - GROUP 4			
6202 N. 24th St			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of 5:00 a.m. and 3:30 p.m.
	Ceramic Tile	7,750	
	VCT	1,850	
	Terrazzo	1,600	
	Concrete	2,000	
	Vinyl	1,300	
	Carpet	1,250	
	Rubber	16,050	
Campus Description:			
<p>This water treatment plant consists of 14 buildings which have: general offices, control room, laboratories, conference room, restrooms, showers, locker area, and kitchen, break rooms and shop offices.</p> <p>Administration Building Maintenance Building Dewatering Building Filter Buildings (six buildings total) EH & S office Server building Warehouse Guard House</p>			
Restrooms, Water Fountains, Kitchens, and Locker Rooms			
17 Restrooms - 20 stalls, 8 urinals, 22 sinks 5 Water fountains 2 Kitchens - 2 sinks 1 Locker room - 6 showers			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12 and the Laboratory Cleaning Specification		
Additional Cleaning Specifications:	Filter building #2: Restroom to be cleaned daily. Filter building #3: Restroom to be cleaned daily. Administration control room to be spray buffed Tuesdays and Thursdays; all other areas once per week		
Additional Site-Specific Information	Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the		

	<p>Contractor to ensure that all custodial staff understand and follow the procedures. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation.</p> <p>A small motor driven electric vehicle/cart capable of transporting sufficient cleaning supplies/equipment to be used on site from the first day till the end of the contract period. The contractor is responsible for supplying and maintaining vehicle/cart. The vehicle/cart must be maintained in good operating order at all times and not removed from site except for maintenance for no longer than (2) business days if so a replacement vehicle will need to be provided.</p>
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WATER ADMINISTRATION BUILDING/WATER DISTRIBUTION - METER OPERATIONS AREA 2/WATER SECURITY MANAGEMENT - GROUP 4 6202 N. 24th St			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of 6:00 a.m. and 2:30 p.m.
	Carpet	10,850	
	VCT	4,350	
	Ceramic Tile	1,150	
	Concrete	1,050	
	Total	17,400	
Building Description:			
Administrative and general offices, training rooms, conference rooms, assembly room, restrooms, shower and locker areas, break rooms, kitchens, computer rooms and 24-hour			
Restrooms, Water Fountains, Kitchens, and Locker Rooms			
4 Restrooms - 10 stalls, 4 urinals, 8 sinks			
3 Water fountains			
2 Kitchens - 2 sinks			
2 Locker Rooms - 8 showers			

WATER DISTRIBUTION RESERVOIR YARD/WASTEWATER COLLECTION EAST YARD - GROUP 4 3015 N. 52nd St			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of 8:00 a.m. and 11:00 a.m.
	VCT		
	Ceramic Tile	5000	
	Concrete		
	Total		
Building Description:			
General offices, assembly room, locker rooms with restrooms and showers.			
Restrooms, Water Fountains, Kitchens, and Locker Rooms			
2 Restrooms - 4 stalls, 3 urinals, 4 sinks			
2 Water fountains			
1 Kitchen - 1 sink			
2 Locker rooms - 7 showers			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12		

WATER REMOTE FACILITIES - SOUTH - GROUP 4 5204 E. Thomas Rd			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of 7:00 a.m. and 11:00 a.m.
	VCT	5,684	
	Carpet	1,264	
	Ceramic Tile	0	
	Concrete	0	
	Total	6,948	
	Building Description: Administrative and general offices, conference rooms, training room, computer workstations, computer server room, kitchens, break rooms, restrooms, shower rooms, locker room.		
Restrooms, Water Fountains, Kitchens, and Locker Rooms 4 Restrooms - 7 stalls, 10 sinks, 4 urinals 2 Water fountains 2 Kitchens - 2 sinks 1 Locker rooms - 3 showers			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12		
Additional Cleaning Specifications:	Entryways to be cleaned and hosed down on Mondays.		
Additional Site-Specific Information	N/A		

DEER VALLEY WATER TREATMENT PLANT - GROUP 5 3030 W. Dunlap			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of 7:00 a.m. and 6:30 p.m. Minimum Weekly Man-Hours 80
	Tile	10,500	
	VCT	6,000	
	Concrete	4,550	
	Carpet	4,150	
	Raised Floors, Stairs, & Landing	850	
	Rubber	50	
	Total	26,100	
Campus Description: Deer Valley consist of four (4) different buildings which include: general offices, conference rooms, break rooms, kitchen, computer training rooms, classrooms, receptionist areas, restrooms, shower and locker rooms, computer control rooms, testing laboratories, stairs, hallways, alcoves, elevators, patios and walkways and guard house. Administration Building Analyzer Building Security Guard House Chemical and Solids Building			
Restrooms, Water Fountains, Kitchens, and Locker Rooms 1. 12 Restrooms - 18 stalls, 3 urinals, 11 water fountains 2. 2 Locker rooms - 4 showers			

DEER VALLEY WATER TREATMENT PLANT - GROUP 5 3030 W. Dunlap	
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12 and the Laboratory Cleaning Specification
Additional Cleaning Specifications:	Exterior entryways, walkways, catwalks, patios and stairs to be swept daily and hosed down weekly on Monday morning before 8 a.m.
	Training Areas: The 2 nd and 3 rd Floors will need the restrooms and kitchen cleaned once a day and then checked for cleanliness later in the day. The areas not clean, will need to be cleaned again. These are high traffic areas.
Additional Site-Specific Information	Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the Contractor to ensure that all custodial staff understand and follow the procedures. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation. A small motor driven electric vehicle/cart capable of transporting sufficient cleaning supplies/equipment to be used on site from the first day till the end of the contract period. The contractor is responsible for supplying and maintaining vehicle/cart. The vehicle/cart must always be maintained in good operating order and not removed from site except for maintenance for no longer than (2) business days if so a replacement vehicle will need to be provided.

WATER DISTRIBUTION – MORTEN YARD - GROUP 5 7617 N. 21st Ave			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	VCT	1,824	9:00 a.m. and 11:00 a.m.
	Total	1,824	Minimum Weekly Man-Hours 15
	Building Description: General offices, assembly area, restrooms with lockers and showers.		
Restrooms, Water Fountains, Kitchens, and Locker Rooms 2 Restrooms - 3 stalls, 2 urinals, 4 sinks 1 Water fountain 1 Kitchen - 1 sink 2 Locker rooms – 3 showers			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12		
Additional Cleaning Specifications:	N/A		
Additional Site-Specific Information	N/A		

WATER DISTRIBUTION – METER OPERATIONS AREA 3/WATER CUSTOMER SERVICES – NORTHWEST PAY STATION - GROUP 5 10255 N. 23rd Ave			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	VCT	1,203	6:00 a.m. and 10:00 a.m. Minimum Weekly Man-Hours 15
	Ceramic Tile	541	
	Carpet	841	
	Total	2,585	
	Building Description: General offices, assembly area and restrooms with lockers and showers. Restrooms, Water Fountains, Kitchens, and Locker Rooms 2 Restrooms - 3 stalls, 1 urinal, 4 sinks 1 water fountain 1 Kitchen - 1 sink 2 Locker rooms – 4 showers		
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12		
Additional Cleaning Specifications:	N/A		
Additional Site-Specific Information	N/A		

WATER DISTRIBUTION CAVE CREEK YARD/WATER PRODUCTION SCADA OPERATIONS/WATER REMOTE FACILITIES - NORTH - GROUP 6 21642 N 20th St			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	VCT	8,550	6AM -2:30 PM
	Ceramic Tile	2,000	
	Carpet	2,020	
	Concrete	15,000	
	Total	27,570	
	Building Description: Water service yard consisting of twelve (12) separate areas requiring custodial services: Administrative and general offices, Warehouse office, SCADA control room, assembly and conference rooms, restrooms, showers, locker area, kitchen, break rooms and shop offices. Administration Building Warehouse Machine Shop Offices PVR Shop Outside Kitchen/break room Outside restrooms Electrician /Electrical Supervisor offices Welding Shop office Project Coordinator office Secure document storage office Breezeway and outside areas around Maintenance Building Mechanics Shop & Supervisor offices Restrooms, Water Fountains, Kitchens, and Locker Rooms 4 Restrooms - 13 stalls, 6 urinals, 12 sinks, 5 Water fountains		

	2 Kitchens - 2 sinks 2 Locker rooms - 9 showers
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12
Additional Cleaning Specifications:	Shop floors buffed as requested. (approximately 13,800sqf) Administration east assembly room to be spray buffed twice weekly (Tuesdays and Thursdays); all other hard surface floors, once per week)
Additional Site-Specific Information:	N/A

UNION HILLS WATER TREATMENT PLANT - GROUP 6 2001 E Deer Valley			
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Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	Ceramic Tile	7,400	6:00 a.m. and 2:30 p.m.
	Carpet	1,300	
	Raised Floor	600	
	Concrete	100	
	Total	9,400	
	Campus Description: Union Hills has six (6) buildings which consist of: general offices, training rooms, laboratories, shower rooms, restrooms, kitchens/breakrooms, computer rooms and control rooms. Security guard house Building no. 1 Welding Shop/Storage Building no. 2 Raw Water MCC Building no. 8 Solids Handling Building no. 9 Administration Building no. 11 Chlorine Building		
	Restrooms, Water Fountains, Kitchens, and Locker Rooms 12 Restrooms - 10 stalls, 5 urinals, 2 sinks 6 water fountains 2 Locker rooms - 6 showers		
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12		
Additional Cleaning Specifications:	N/A		
Additional Site-Specific Information	Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the Contractor to ensure that all custodial staff understand and follow the procedures. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation. A small motor driven electric vehicle/cart capable of transporting sufficient cleaning supplies/equipment to be used on site from the first day till the end of the contract period. The contractor is responsible for supplying and maintaining vehicle/cart. The vehicle/cart must be maintained in good operating order at all times and not removed from site except for maintenance for no longer than (2) business days if so a replacement vehicle will need to be provided. City staff will direct Contractor staff to specific location for charging and storage of vehicle.		

CAVE CREEK WATER RECLAMATION FACILITY 22841 N. Cave Creek Rd - GROUP 6			
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Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	Ceramic	2,629	11:00 a.m. and 1:00 p.m.
	Concrete	857	
	Carpet	456	
	Total	3,942	

Campus Description:
The Cave Creek facility has three (3) building which contain: general offices, training rooms, laboratory, shower rooms, restrooms, lunchroom/ kitchen, computer rooms and control rooms. Maintenance Shop - Storage, (offices and storage areas) Electrical Shop - Storage, (offices, storage areas) Admin Bldg. - Administration (offices, break room, restrooms, conference room, locker rooms, showers, lobby area, control room, Chemist Lab, patio area)
Restrooms, Water Fountains, Kitchens, and Locker Rooms 2 Restrooms - 4 stalls, 2 urinals, 4 sinks Water Fountains 2 Locker rooms - 4 showers
See specifications outlined in Section V, Scope of Work, Paragraph 12
NA
Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the Contractor to ensure that all custodial staff understand and follow the procedures. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation.

WATER DISTRIBUTION – METER OPERATIONS AREA 1 - GROUP 7			
1401 E Hess St			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	Carpet	10,818	6:00 a.m. and 2:30 p.m. Minimum Weekly Man-Hours 15
	VCT	4,341	
	Ceramic Tile	1,150	
	Concrete	1,008	
	Total	17,317	
Building Description: Administrative and general offices, training rooms, conference rooms, assembly room, restrooms, shower and locker areas, break rooms, kitchens, computer rooms and 24-hour City Operator room.			
Restrooms, Kitchens, and Water Fountains 4 Restrooms - 10 stalls, 4 urinals, 8 sinks 3 Water fountains 2 Kitchens – 2 sinks 2 Locker Rooms – 8 showers			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12		
Additional Cleaning Specifications:	Entryways to be cleaned and hosed down on Mondays.		
Additional Site-Specific Information	N/A		

WATER DISTRIBUTION – CORONA YARD - GROUP 7
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936 E Broadway			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	Carpet	388	9:30 a.m. and 12:30 p.m. Minimum Weekly Man-Hours 15
	Ceramic Tile	966	
	Terrazzo	1779	
	Total	3,133	
	Building Description: Offices, assembly room and restrooms; exterior restrooms.		
Restrooms, Kitchens, and Water Fountains 2 Restrooms - 3 stalls, 2 urinals, 7 sinks 1 Kitchen - 1 sink 2 Locker rooms – 4 showers			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraphs 12-15		
Additional Cleaning Specifications:	N/A		
Additional Site-Specific Information	N/A		

WATER DISTRIBUTION – CAMPBELL YARD - GROUP 7			
4436 N. 35th Ave			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	VCT	944	8:00 a.m. and 11:00 a.m. Minimum Weekly Man-Hours 15
	Ceramic Tile	270	
	Carpet	1625	
	Concrete	1,387	
	Total	4,226	
Building Description: Campbell Yard consist of three (3) different buildings. Administration Building (general offices, lunchroom, and restrooms), maintenance shop office, outside restrooms with showers and lockers, ADA restroom. Blue Stake Building #6 (general offices, office cubicles, assembly area). Administration Building Maintenance Shop Blue Stake Building #6			
Restrooms, Water Fountains, Kitchens, and Locker Rooms 5 Restrooms - 6 stalls, 3 urinals, 4 sinks, 3 water fountains 1 Kitchen - 1 sink			

WATER DISTRIBUTION – CAMPBELL YARD - GROUP 7

4436 N. 35th Ave

	2 Locker rooms – 3 showers
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12
Additional Cleaning Specifications:	N/A
Additional Site-Specific Information	N/A

EXHIBIT 2 – WATER SERVICES DEPARTMENT LOCATIONS TO CLEAN BY GROUP

VAL VISTA WATER TREATMENT PLANT - GROUP 1 3200 E. McDowell Rd			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	VCT	11,450	5:00 a.m. and 3:30 p.m.
	Ceramic Tile	6,400	Minimum Weekly Man-Hours 80
	Concrete	3,650	
	Carpet	2,250	
	Stairs & Landings	900	
	Total	24,650	
Campus Description:			
<p>Water treatment plant consisting of seven (7) separate buildings: Administrative and- general offices, control room, laboratories, conference room, restrooms, showers, locker area, and kitchen, break rooms and shop offices.</p> <p>Administration Building</p> <p>Building #2 - Used Water Recovery</p> <p>Building #3 - Warehouse</p> <p>Building # 4 - Solids Handling</p> <p>Building # 6 - West Plant Electrical (office only)</p> <p>Building #10 - Disinfection</p> <p>Building #18 - Security Guard House</p>			
Restrooms, Water Fountains, Kitchens, and Locker Rooms			
<p>17 Restrooms - 18 stalls, 11 urinals, 19 sinks</p> <p>6 Water fountains</p> <p>2 Kitchens - 2 sinks</p> <p>2 Locker rooms – 10 showers</p>			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12 and the Laboratory Cleaning Specification		
Additional Cleaning Specifications:	Trash receptacles in break rooms, kitchens, and Operator rooms to be emptied twice (2X) daily.		

VAL VISTA WATER TREATMENT PLANT - GROUP 1
3200 E. McDowell Rd

Administration break room to be spray buffed twice (2X) weekly on Tuesday & Thursday.

Additional Site-Specific Information
 A small motor driven electric vehicle/cart capable of transporting sufficient cleaning supplies/equipment to be used on site from the first day till the end of the contract period. The contractor is responsible for supplying and maintaining vehicle/cart. The vehicle/cart must always be maintained in good operating order and not removed from site except for maintenance for no longer than (2) business days if so a replacement vehicle will need to be provided.

91ST AVE WASTEWATER TREATMENT PLANT - GROUP 2
5615 S 91st Ave

Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	VCT	15,995	5:00 a.m. and 4:30 p.m. Minimum Weekly Man-Hours 120
	Ceramic Tile	10,085	
	Carpet	7,646	
	Concrete (Sealed)	866	
	Vinyl Panel Flooring	720	
	Rubber	0	
	Total	35,312	

Campus Description:

The 91st Avenue Wastewater Treatment plant has eighteen (18) buildings which include: general offices, conference rooms, kitchens, break rooms, training classrooms, restrooms, showers and locker rooms, receptionist areas, computer control rooms, testing laboratories, electrical shop, hallways, stairs, elevators, guard houses, walkways, and patios.

Custodial services to be provided to eighteen (18) separate buildings located throughout the site. Facilities are listed below:

- Administration Building
- Building 8 Maintenance and Warehouse
- Building 10 Solids Control
- Building 18 Dissolved Air Facility (OAF)
- Building 20 Head Works Central
- Building 23 Plant 1 Primary Control
- Building 24 Blower Building 1
- Building 30 Central Operations
- Building 33 Plant 2 Primary Control
- Building 34 Secondary Control Room (Locker Room)
- Building 40 Chlorine (CL2)
- Building 42 Plant 3 Primary Control

91ST AVE WASTEWATER TREATMENT PLANT - GROUP 2	
5615 S 91st Ave	
	Building 44 Plant 3 Secondary RASIWAS Building 55 Solids Handling Facility (SAF) Building 111 UPO Primary Sludge Pump Station 1 Building 116 UPO RASIWAS Pump Station 1 North Guard House South Guard House
	Restrooms, Kitchens, and Water Fountains 26 Restrooms - 37 stalls, 34 sinks, 8 urinals 23 water fountains 7 Locker rooms – 11 showers 4 Kitchens – 4 sinks
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12 and the Laboratory Cleaning Specification
Additional Cleaning Specifications:	M-W-F: Buildings 111 and 116 will only need to be cleaned 3 times per week instead of daily; this includes restrooms.
Additional Site-Specific Information	<p>Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the Contractor to ensure that all custodial staff understand and follow the procedures. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation.</p> <p>A small motor driven electric vehicle/cart capable of transporting sufficient cleaning supplies/equipment to be used on site from the first day till the end of the contract period. The contractor is responsible for supplying and maintaining vehicle/cart. The vehicle/cart must always be maintained in good operating order and not removed from site except for maintenance for no longer than (2) business days if so a replacement vehicle will need to be provided.</p> <p>Safety glasses and latex gloves must always be worn when performing work in any areas where chemicals are present or in a testing lab of any type. Microfiber products to be used when performing any dusting task, including floors. No aerosol products to be used in laboratory areas.</p>

23RD AVE WASTEWATER TREATMENT PLANT - GROUP 3			
2470 S 22nd Ave			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	Carpet	8,619	5:00 a.m. and 5:30 p.m. Minimum Weekly Man-Hours 80
	VCT	8,493	
	Ceramic	5,108	
	Concrete	4,939	
	Raised Floor	1,200	
	Rubber	907	
	Total	29,266	

23RD AVE WASTEWATER TREATMENT PLANT - GROUP 3

2470 S 22nd Ave

	<p align="center">Campus Description:</p> <p>The 23rd Avenue Wastewater Treatment plant has thirteen (13) buildings which include: general offices, training rooms, laboratories, shower rooms, restrooms, lunchrooms/kitchens, computer rooms and control rooms.</p> <p>Modular Trailer Security guard house Travini Conference Center and Visitor Center Building no. 26 Primary building Building no. 28 Blower (control room) Building no. 35 Administration (offices, restrooms, conference room) Building no. 38 Technical Support (offices, conference room, training rooms, break room and restrooms) Building no. 40 Central Operations (break room, operator station, showers, locker room and restrooms) Building no. 48 Maintenance and Warehouse (offices, restrooms, stairs and landing) Building no. 51 Lift station & Collections TV shop (offices & restroom – two levels) Building no. 61 Chlorine (offices and restrooms) Building no. 63 Solids handling facility (control rooms & restrooms – 4 levels) Building no. 75 Filter (laboratory, control room, and restrooms)</p> <hr/> <p>Restrooms, Kitchens, and Water Fountains</p> <p>21 Restrooms - 33 stalls, 29 sinks, 12 urinals 10 water fountains 4 Kitchen - 4 sinks 5 Locker rooms – 15 showers</p>
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12
Additional Cleaning Specifications:	<p>Travini Conference Center and Visitor Center Buildings (finish cleaning before 08:00am)</p> <p>Building 40: break room floor to be buffed twice (2x) weekly</p>
Additional Site-Specific Information	<p>Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the Contractor to ensure that all custodial staff understand and follow the procedures. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation.</p> <p>A small motor driven electric vehicle/cart capable of transporting sufficient cleaning supplies/equipment to be used on site from the first day till the end of the contract period. The contractor is responsible for supplying and maintaining vehicle/cart. The vehicle/cart must always be maintained in good operating order and not removed from site except for maintenance for no longer than (2) business days if so a replacement vehicle will need to be provided.</p>

WATER SERVICES BUILDING (Building 31) - GROUP 3
2474 S 22nd Ave

Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	Carpet	22,212	6:00 a.m. and 10a.m. and again between 4:00p.m and 7:00 p.m. Minimum Weekly Man-hours 120
	Concrete	13,207	
	VCT	12,667	
	Ceramic	3,144	
	Terrazzo	3,122	
	Total	54,352	
Building Description:			
General offices, water quality laboratories, conference rooms, lunchrooms, storage areas, restrooms, showers/locker rooms, elevators, and stairwells			
Restrooms, Kitchens, and Water Fountains			
6 Restrooms - 13 stalls, 12 sinks, 9 urinals 4 water fountains; 4 water dispensers 4 Locker rooms – 15 showers 2 Kitchens – 3 sinks			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12 and the Laboratory Cleaning Specification		
Additional Cleaning Specifications:	Morning cleaning should include wiping down of all surfaces and empty all trash cans and recycling bins. Restricted areas – work is to be performed on Monday morning beginning at 8a.m. Laboratory foyer 2054A and laboratories 2054/2055: Separate mop and bucket must be used and stored in area designated by COP representative. Water only to be used unless otherwise instructed by FMPC. The City will provide specialized cleaning products if needed. Once per month - Storage room 2033 floor to be cleaned. 1 time weekly - Laboratories 2044, 2047 and 2052 to be cleaned. See 2nd floor receptionist for access to these restricted areas Laboratory 2nd Shift cleaning should begin at 6:00p.m. Evening cleaning should include all floor cleaning and empty all trash and recycle bins. The night shift staff is primarily responsible for laboratory detail cleaning and all* floor care. This includes mopping, buffing, machine scrubbing restroom floors, vacuuming and carpet extraction. *Exception to night shift floor work: restricted access areas 2033, 2044, 2047, 2052 and 2054A (2054/2055) will be cleaned by the day crew. Laboratory counter tops are to be covered with lightweight plastic drop cloths when performing high dusting and or overhead cleaning tasks. The drop cloths must be removed as soon as the cleaning of the area is complete. *NOTE: no drop cloth is to be used in an area where "wet baths" or equipment is running that generates heat. Cleaning of these areas is to be done only when equipment is not running. Trash to be picked up and liner bags to be replaced in Laboratory 2040 nightly. All trash receptacles to be emptied by the night shift every Friday night in all Laboratories."		

WATER SERVICES BUILDING (Building 31) - GROUP 3	
2474 S 22nd Ave	
	Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the Contractor to ensure that all custodial staff understand and follow the procedures outlined in the contract. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation.
Additional Site-Specific Information	

WATER DISTRIBUTION – METER OPERATIONS AREA 4 - GROUP 3			
2333 W Durango			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	VCT	1,132	8:00 a.m. and 11:00 a.m. Minimum Weekly Man-Hours 15
	Carpet	785	
	Ceramic Tile	510	
	Concrete	45	
	Total	2,472	
Building Description:			
General offices, assembly room, conference room, and restrooms with showers			
Restrooms, Kitchens, and Water Fountains			
2 Restrooms - 4 stalls, 6 sinks, 2 urinals, 1 Water Fountain 1 Locker Room - 2 Showers 1 Kitchen			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12		
Additional Cleaning Specifications:	N/A		
Additional Site-Specific Information	Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the Contractor to ensure that all custodial staff understand and follow the procedures. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation.		

WATER DISTRIBUTION WAREHOUSE - GROUP 3			
2500 S 22nd Ave			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	VCT	347	11:00 a.m. and 1:00 p.m. Minimum Weekly Man-Hours 15
	Total	347	
Building Description:			
General office, loading dock and restroom			

WATER DISTRUBTION WAREHOUSE - GROUP 3 2500 S 22nd Ave	
	Restrooms, Kitchens, and Water Fountains 1 Restroom - 1 stall, 1 sink, 1 urinal
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12
Additional Cleaning Specifications:	Record storage room to be cleaned every first Monday of the month. The storage room is approximately 500 sqf. and will require floors cleaning and dusting.
Additional Site-Specific Information	N/A

24TH STREET WATER TREATMENT PLANT - GROUP 4 6202 N. 24th St			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of 5:00 a.m. and 3:30 p.m.
	Ceramic Tile	7,750	
	VCT	1,850	
	Terrazzo	1,600	
	Concrete	2,000	
	Vinyl	1,300	
	Carpet	1,250	
	Rubber	16,050	
Campus Description:			
This water treatment plant consists of 14 buildings which have: general offices, control room, laboratories, conference room, restrooms, showers, locker area, and kitchen, break rooms and shop offices. Administration Building Maintenance Building Dewatering Building Filter Buildings (six buildings total) EH & S office Server building Warehouse Guard House			
Restrooms, Water Fountains, Kitchens, and Locker Rooms			
17 Restrooms - 20 stalls, 8 urinals, 22 sinks 5 Water fountains 2 Kitchens - 2 sinks 1 Locker room - 6 showers			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12 and the Laboratory Cleaning Specification		
Additional Cleaning Specifications:	Filter building #2: Restroom to be cleaned daily. Filter building #3: Restroom to be cleaned daily. Administration control room to be spray buffed Tuesdays and Thursdays; all other areas once per week		
Additional Site-Specific Information	Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the		

	<p>Contractor to ensure that all custodial staff understand and follow the procedures. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation.</p> <p>A small motor driven electric vehicle/cart capable of transporting sufficient cleaning supplies/equipment to be used on site from the first day till the end of the contract period. The contractor is responsible for supplying and maintaining vehicle/cart. The vehicle/cart must be maintained in good operating order at all times and not removed from site except for maintenance for no longer than (2) business days if so a replacement vehicle will need to be provided.</p>
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WATER ADMINISTRATION BUILDING/WATER DISTRIBUTION - METER OPERATIONS AREA 2/WATER SECURITY MANAGEMENT - GROUP 4 6202 N. 24th St			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of 6:00 a.m. and 2:30 p.m.
	Carpet	10,850	
	VCT	4,350	
	Ceramic Tile	1,150	
	Concrete	1,050	
	Total	17,400	
Building Description:			
Administrative and general offices, training rooms, conference rooms, assembly room, restrooms, shower and locker areas, break rooms, kitchens, computer rooms and 24-hour			
Restrooms, Water Fountains, Kitchens, and Locker Rooms			
4 Restrooms - 10 stalls, 4 urinals, 8 sinks			
3 Water fountains			
2 Kitchens - 2 sinks			
2 Locker Rooms - 8 showers			

WATER DISTRIBUTION RESERVOIR YARD/WASTEWATER COLLECTION EAST YARD - GROUP 4 3015 N. 52nd St			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of 8:00 a.m. and 11:00 a.m.
	VCT		
	Ceramic Tile	5000	
	Concrete		
	Total		
Building Description:			
General offices, assembly room, locker rooms with restrooms and showers.			
Restrooms, Water Fountains, Kitchens, and Locker Rooms			
2 Restrooms - 4 stalls, 3 urinals, 4 sinks			
2 Water fountains			
1 Kitchen - 1 sink			
2 Locker rooms - 7 showers			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12		

WATER REMOTE FACILITIES - SOUTH - GROUP 4			
5204 E. Thomas Rd			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of 7:00 a.m. and 11:00 a.m.
	VCT	5,684	
	Carpet	1,264	
	Ceramic Tile	0	
	Concrete	0	
	Total	6,948	
	Building Description: Administrative and general offices, conference rooms, training room, computer workstations, computer server room, kitchens, break rooms, restrooms, shower rooms, locker room.		
Restrooms, Water Fountains, Kitchens, and Locker Rooms 4 Restrooms - 7 stalls, 10 sinks, 4 urinals 2 Water fountains 2 Kitchens - 2 sinks 1 Locker rooms - 3 showers			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12		
Additional Cleaning Specifications:	Entryways to be cleaned and hosed down on Mondays.		
Additional Site-Specific Information	N/A		

DEER VALLEY WATER TREATMENT PLANT - GROUP 5			
3030 W. Dunlap			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of 7:00 a.m. and 6:30 p.m. Minimum Weekly Man-Hours 80
	Tile	10,500	
	VCT	6,000	
	Concrete	4,550	
	Carpet	4,150	
	Raised Floors, Stairs, & Landing	850	
	Rubber	50	
	Total	26,100	
Campus Description: Deer Valley consist of four (4) different buildings which include: general offices, conference rooms, break rooms, kitchen, computer training rooms, classrooms, receptionist areas, restrooms, shower and locker rooms, computer control rooms, testing laboratories, stairs, hallways, alcoves, elevators, patios and walkways and guard house. Administration Building Analyzer Building Security Guard House Chemical and Solids Building			
Restrooms, Water Fountains, Kitchens, and Locker Rooms 1. 12 Restrooms - 18 stalls, 3 urinals, 11 water fountains 2. 2 Locker rooms - 4 showers			

DEER VALLEY WATER TREATMENT PLANT - GROUP 5	
3030 W. Dunlap	
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12 and the Laboratory Cleaning Specification
Additional Cleaning Specifications:	Exterior entryways, walkways, catwalks, patios and stairs to be swept daily and hosed down weekly on Monday morning before 8 a.m.
	Training Areas: The 2 nd and 3 rd Floors will need the restrooms and kitchen cleaned once a day and then checked for cleanliness later in the day. The areas not clean, will need to be cleaned again. These are high traffic areas.
Additional Site-Specific Information	Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the Contractor to ensure that all custodial staff understand and follow the procedures. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation. A small motor driven electric vehicle/cart capable of transporting sufficient cleaning supplies/equipment to be used on site from the first day till the end of the contract period. The contractor is responsible for supplying and maintaining vehicle/cart. The vehicle/cart must always be maintained in good operating order and not removed from site except for maintenance for no longer than (2) business days if so a replacement vehicle will need to be provided.

WATER DISTRIBUTION – MORTEN YARD - GROUP 5			
7617 N. 21st Ave			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	VCT	1,824	9:00 a.m. and 11:00 a.m.
	Total	1,824	Minimum Weekly Man-Hours 15
	Building Description: General offices, assembly area, restrooms with lockers and showers.		
Restrooms, Water Fountains, Kitchens, and Locker Rooms 2 Restrooms - 3 stalls, 2 urinals, 4 sinks 1 Water fountain 1 Kitchen - 1 sink 2 Locker rooms – 3 showers			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12		
Additional Cleaning Specifications:	N/A		
Additional Site-Specific Information	N/A		

WATER DISTRIBUTION CAVE CREEK YARD/WATER PRODUCTION SCADA OPERATIONS/WATER REMOTE FACILITIES - NORTH - GROUP 6 21642 N 20th St			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of 6AM -2:30 PM
	VCT	8,550	
	Ceramic Tile	2,000	
	Carpet	2,020	
	Concrete	15,000	
	Total	27,570	
<p align="center">Building Description:</p> <p>Water service yard consisting of twelve (12) separate areas requiring custodial services: Administrative and general offices, Warehouse office, SCADA control room, assembly and conference rooms, restrooms, showers, locker area, kitchen, break rooms and shop offices.</p> <p>Administration Building Warehouse Machine Shop Offices PVR Shop Outside Kitchen/break room Outside restrooms Electrician /Electrical Supervisor offices Welding Shop office Project Coordinator office Secure document storage office Breezeway and outside areas around Maintenance Building Mechanics Shop & Supervisor offices</p> <p>Restrooms, Water Fountains, Kitchens, and Locker Rooms</p> <p>4 Restrooms - 13 stalls, 6 urinals, 12 sinks, 5 Water fountains 2 Kitchens - 2 sinks 2 Locker rooms - 9 showers</p>			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12		
Additional Cleaning Specifications:	Shop floors buffed as requested. (approximately 13,800sqf) Administration east assembly room to be spray buffed twice weekly (Tuesdays and Thursdays); all other hard surface floors, once per week		
Additional Site-Specific Information:	N/A		

UNION HILLS WATER TREATMENT PLANT - GROUP 6 2001 E Deer Valley			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of 6:00 a.m. and 2:30 p.m.
	Ceramic Tile	7,400	
	Carpet	1,300	
	Raised Floor	600	
	Concrete	100	
	Total	9,400	
<p align="center">Campus Description:</p> <p>Union Hills has six (6) buildings which consist of: general offices, training rooms, laboratories, shower rooms, restrooms, kitchens/breakrooms, computer rooms and control rooms.</p> <p>Security guard house Building no. 1 Welding Shop/Storage</p>			

	Building no. 2 Raw Water MCC Building no. 8 Solids Handling Building no. 9 Administration Building no. 11 Chlorine Building
	Restrooms, Water Fountains, Kitchens, and Locker Rooms 12 Restrooms - 10 stalls, 5 urinals, 2 sinks 6 water fountains 2 Locker rooms - 6 showers
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12
Additional Cleaning Specifications:	N/A
Additional Site-Specific Information	<p>Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the Contractor to ensure that all custodial staff understand and follow the procedures. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation.</p> <p>A small motor driven electric vehicle/cart capable of transporting sufficient cleaning supplies/equipment to be used on site from the first day till the end of the contract period. The contractor is responsible for supplying and maintaining vehicle/cart. The vehicle/cart must be maintained in good operating order at all times and not removed from site except for maintenance for no longer than (2) business days if so a replacement vehicle will need to be provided.</p> <p>City staff will direct Contractor staff to specific location for charging and storage of vehicle.</p>

CAVE CREEK WATER RECLAMATION FACILITY 22841 N. Cave Creek Rd - GROUP 6			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of 11:00 a.m. and 1:00 p.m.
	Ceramic	2,629	
	Concrete	857	
	Carpet	456	
	Total	3,942	
Campus Description:			
<p>The Cave Creek facility has three (3) building which contain: general offices, training rooms, laboratory, shower rooms, restrooms, lunchroom/ kitchen, computer rooms and control rooms.</p> <p>Maintenance Shop - Storage, (offices and storage areas)</p> <p>Electrical Shop - Storage, (offices, storage areas)</p> <p>Admin Bldg. - Administration (offices, break room, restrooms, conference room, locker rooms, showers, lobby area, control room, Chemist Lab, patio area)</p>			
Restrooms, Water Fountains, Kitchens, and Locker Rooms			
2 Restrooms - 4 stalls, 2 urinals, 4 sinks Water Fountains 2 Locker rooms - 4 showers			
See specifications outlined in Section V, Scope of Work, Paragraph 12			
NA			
<p>Due to the nature of the facility, the City will provide Chemical Awareness and Facility Evacuation Procedures training to the Contractor Supervisor. It is the responsibility of the Contractor to ensure that all custodial staff understand and follow the procedures. Custodial staff will be required to participate in evacuation drills and take direction from City staff in the event of site evacuation.</p>			

WATER DISTRIBUTION – METER OPERATIONS AREA 1 - GROUP 7			
1401 E Hess St			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	Carpet	10,818	6:00 a.m. and 2:30 p.m. Minimum Weekly Man-Hours 15
	VCT	4,341	
	Ceramic Tile	1,150	
	Concrete	1,008	
	Total	17,317	
Building Description:			
Administrative and general offices, training rooms, conference rooms, assembly room, restrooms, shower and locker areas, break rooms, kitchens, computer rooms and 24-hour City Operator room.			
Restrooms, Kitchens, and Water Fountains			
4 Restrooms - 10 stalls, 4 urinals, 8 sinks			
3 Water fountains			
2 Kitchens – 2 sinks			
2 Locker Rooms – 8 showers			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12		
Additional Cleaning Specifications:	Entryways to be cleaned and hosed down on Mondays.		
Additional Site-Specific Information	N/A		

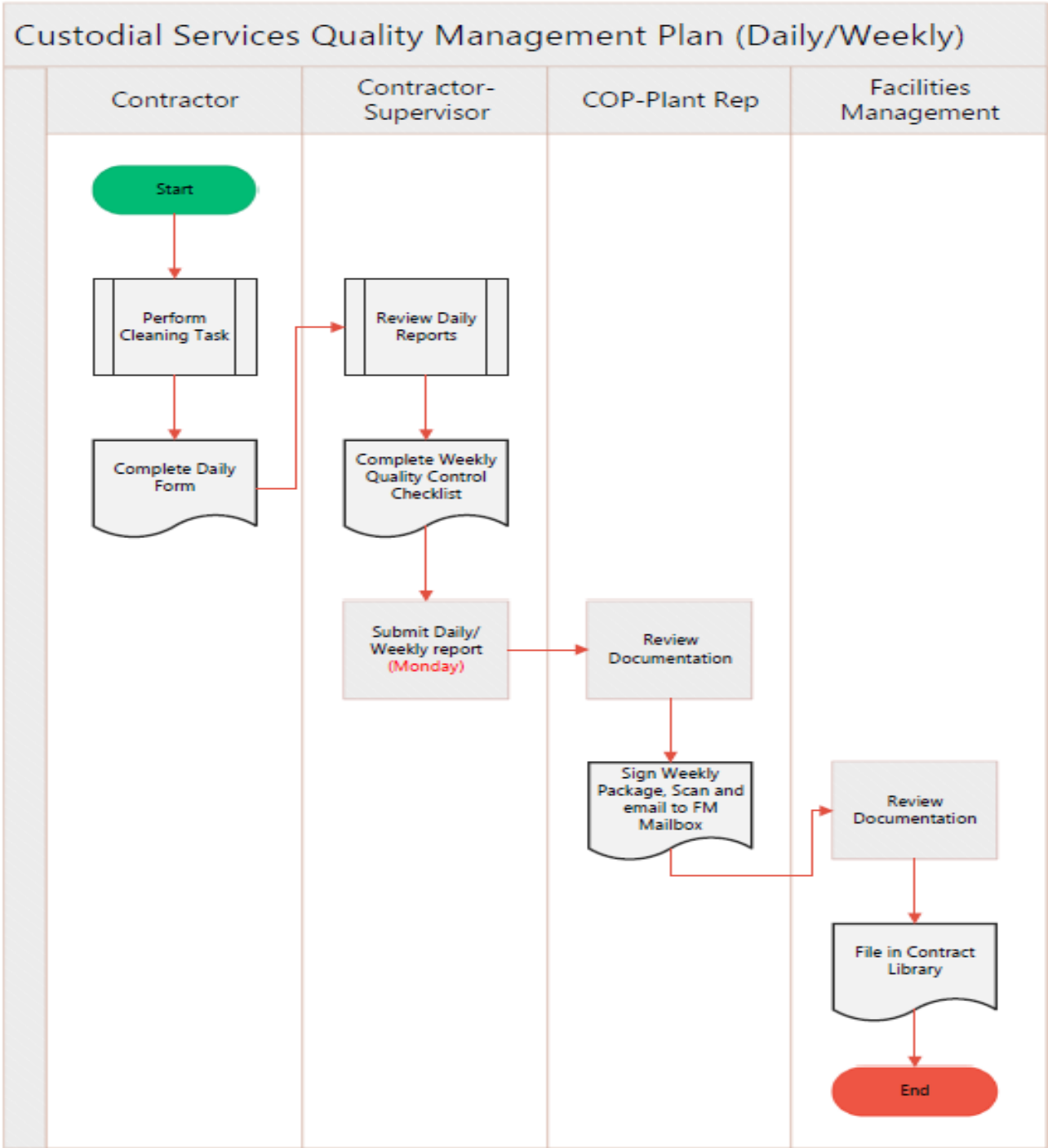
WATER DISTRIBUTION – CORONA YARD - GROUP 7			
936 E Broadway			
Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	Carpet	388	9:30 a.m. and 12:30 p.m. Minimum Weekly Man-Hours 15
	Ceramic Tile	966	
	Terrazzo	1779	
	Total	3,133	
Building Description:			
Offices, assembly room and restrooms; exterior restrooms.			
Restrooms, Kitchens, and Water Fountains			
2 Restrooms - 3 stalls, 2 urinals, 7 sinks			
1 Kitchen - 1 sink			
2 Locker rooms – 4 showers			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraphs 12-15		

Additional Cleaning Specifications:	N/A
Additional Site-Specific Information	N/A

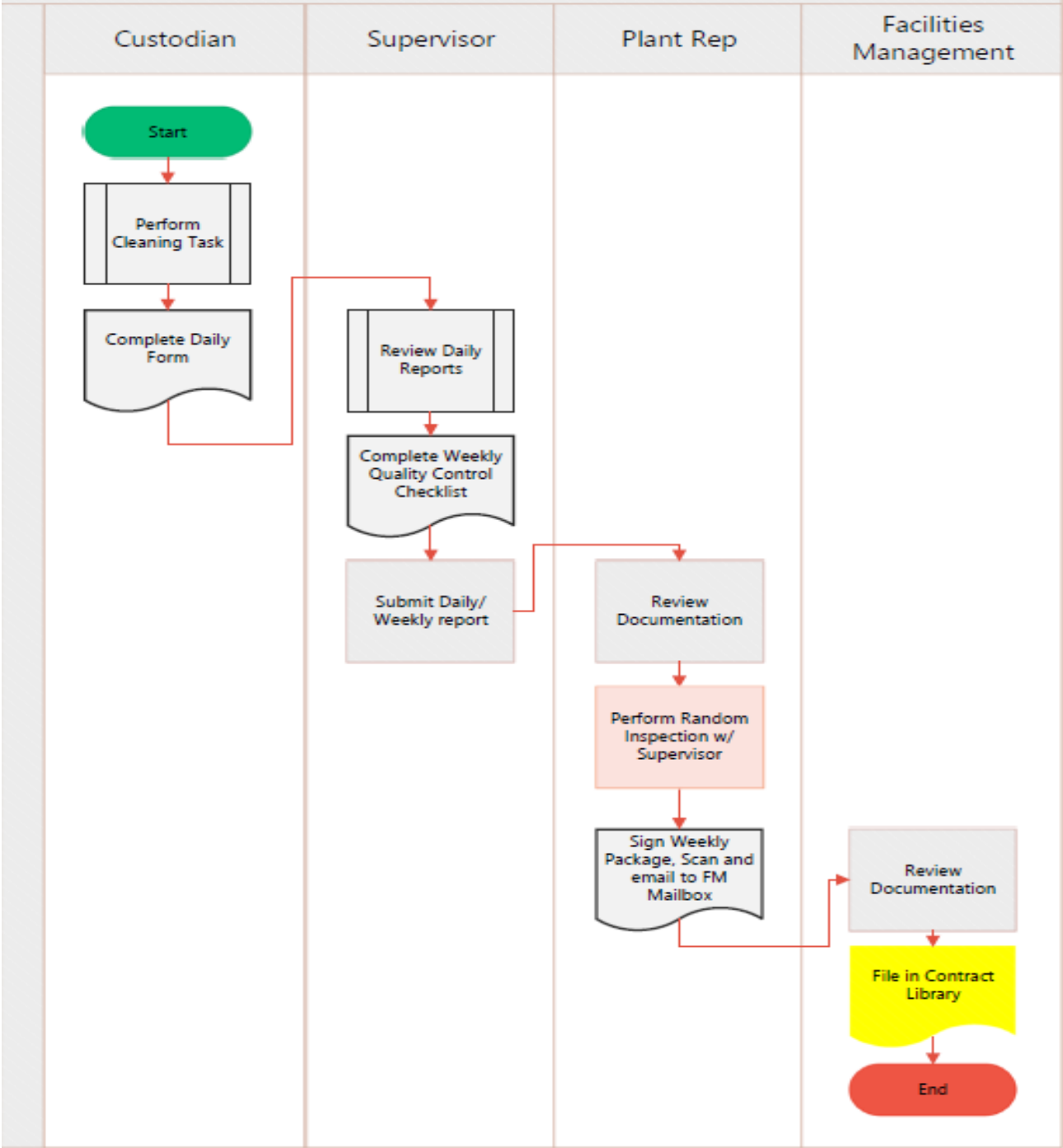
WATER DISTRIBUTION – CAMPBELL YARD - GROUP 7
4436 N. 35th Ave

Building Specifications	Flooring	Approximate Square Feet	Facility to be clean between the Hours of
	VCT	944	Minimum Weekly Man-Hours 15
Ceramic Tile	270		
Carpet	1625		
Concrete	1,387		
Total	4,226		
<p style="text-align: center;">Building Description:</p> <p>Campbell Yard consist of three (3) different buildings. Administration Building (general offices, lunchroom, and restrooms), maintenance shop office, outside restrooms with showers and lockers, ADA restroom. Blue Stake Building #6 (general offices, office cubicles, assembly area).</p> <p>Administration Building Maintenance Shop Blue Stake Building #6</p> <p>Restrooms, Water Fountains, Kitchens, and Locker Rooms</p> <p>5 Restrooms - 6 stalls, 3 urinals, 4 sinks, 3 water fountains 1 Kitchen - 1 sink 2 Locker rooms – 3 showers</p>			
Cleaning Specifications	See specifications outlined in Section V, Scope of Work, Paragraph 12		
Additional Cleaning Specifications:	N/A		
Additional Site-Specific Information	N/A		

EXHIBIT 3 – QUALITY CONTROL MANAGEMENT PLAN



Custodial Services Quality Management Plan (Monthly)



Custodial-Quality Management Plan (Quarterly)

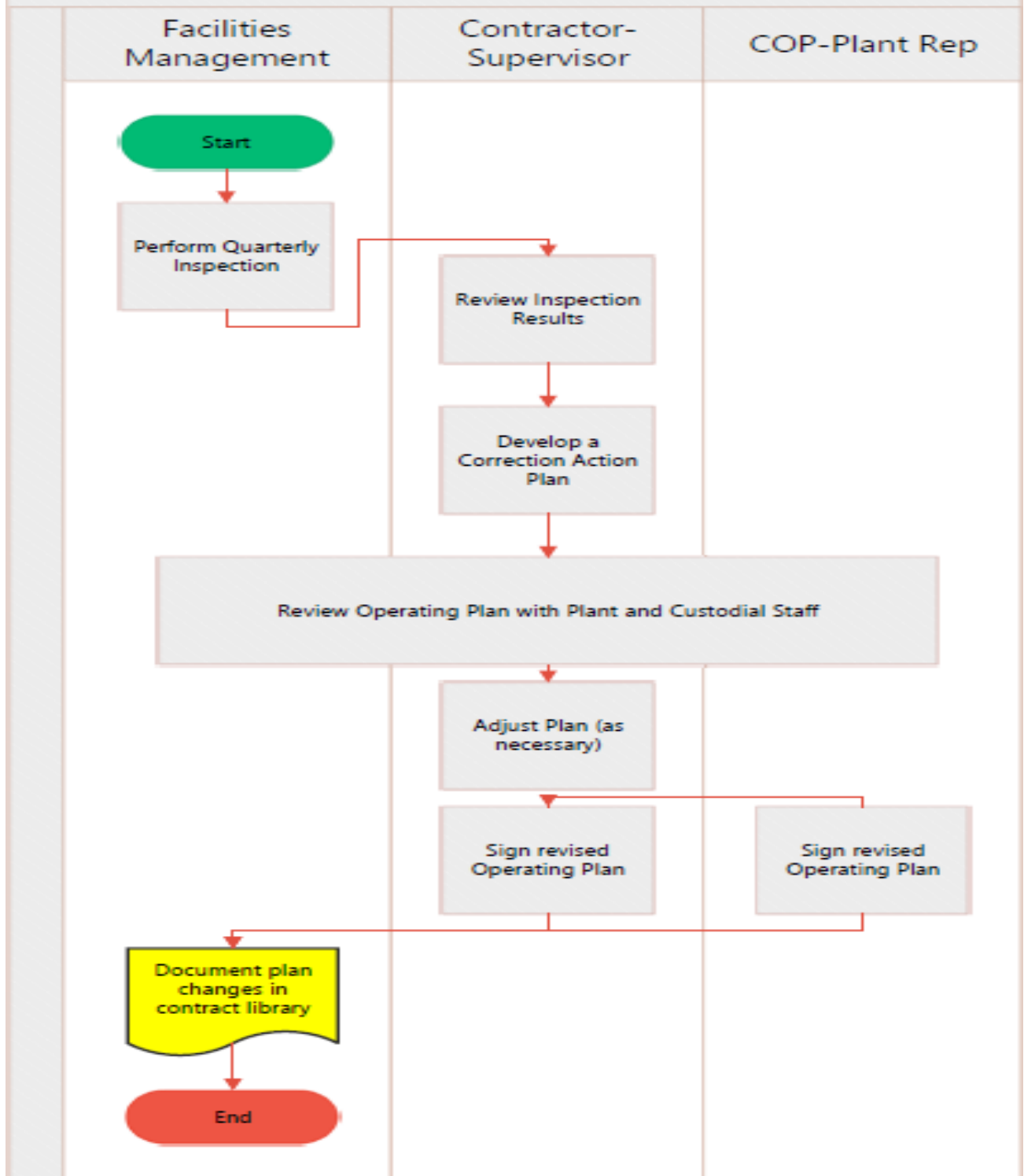


EXHIBIT 4 - Quality Control Checklist

Custodial Services - Quality Control Checklist					
Site:		Date:			
Address:		Reviewed By:			
Contractor:		Previous Review Date:		Previous Score:	
This form is for the Contractor and Department Representative to conduct quality inspections.					
Due: In accordance with Section V, Scope of Work, Item 12. Custodial Service Performance Inspections			Scoring: A QC score of 2.75 or better is compliant		
Rating:		3 Meets Standards	2 Below Standards	1 Unacceptable	
	Category	Notes required for < 3 rating. Details, Specify What, Where, Why	Cleanliness Rating	Corrective Action	Date Corrective Action Completed
1	Entrance/Exits		3		
2	Restrooms		2		
3	Showers		1		
4	Lunchrooms		3		
5	Kitchens		3		
6	Offices - Administration		2		
7	Offices - Maintenance		2		
8	Meeting Rooms		1		
9	Drinking Fountains		3		
10	Stairs/Landings		3		
11	Carpet		2		
12	Floors (non-carpet)		2		
13	Custodial Closet		2		
14	Lights, covers, vents		2		
15	Walls		2		
16	Doors/Frames		2		
17	Glass Doors/partitions/windows		2		
18	Trash / recycle bins		2		
19	Patio		2		
20	Parking Lot		2		
20	Total Items	Overall Inspection Rating	2.15		

EXHIBIT 6- Safety Supplies and Equipment Report

Safety Supplies and Equipment Inspection Report			
Site:		Inspection Date:	
Address:			
Dept Contact		Contractor:	

Category	Checklist Item	Score (circle one)	Comments
Safety	SDS available, correct for all material present.	Compliant Non-Compliant	<i>"All SDS checked and current with materials present"</i>
Supplies	Are the approved cleaning chemicals on hand, labeled, and used?	Compliant Non-Compliant	<i>"All chemicals checked & labeled"</i>
Supplies	Is personal protective equipment available?	Compliant Non-Compliant	<i>"PPE is available"</i>
Equipment	Is approved equipment on hand and used?	Compliant Non-Compliant	<i>"Equipment is available and used"</i>

Other observations based on Safety, Supplies, or Equipment:

**EXHIBIT 7 - WATER SERVICES DEPARTMENT
Vendor Performance Report**

SECTION 1 - DIVISION REPORT	
1. Reporting Party's Name:	2. Email Address:
3. Division Name:	4. Supervisor Name:
5. Vendor Name:	6. Contract Number:
7. Date of Occurrence: Contract Start Date: Contract End Date:	8. Location of Occurrence:
9. Select one:	
<input type="checkbox"/>	Note to File, no action requested
<input type="checkbox"/>	Specific action requested:
<input type="checkbox"/>	Final Vendor Performance Report for Contract Closeout
<input type="checkbox"/>	Final Vendor Performance Report as a Reference
10. Describe the performance situation, include enough details and facts to accurately document the Vendor's performance. Please use an attachment to this document if the space is insufficient. Email the form to wsdprocurement@phoenix.gov	
Scope of work:	
SECTION 2 – WSD PROCUREMENT ACTION	
1. Date of Action:	2. Action Taken:
Procurement Officer: _____	Date: _____