

REQUEST FOR PROPOSAL
RFP# 18-CSD03282018
Janitorial Services
Copper Sky Multi-Generational Recreation Center
City of Maricopa

INTRODUCTION

The City of Maricopa is accepting sealed proposals for Janitorial Services at the Copper Sky Multi-Generational Recreation Center until the date and time detailed below. Proposals shall be delivered to the location listed below and shall be in the possession of the City on or prior to the exact date and time indicated. Late proposals will not be considered. **Proposals shall be submitted in a sealed package with “RFP – #18-CSD03282018, Janitorial Services – Copper Sky” and the Offeror’s name and address clearly indicated on the front of the package.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to read carefully this **entire** Request for Proposal.

Pre-Proposal Meeting & Site Visit	July 10, 2018
Proposal Due Date:	July 24, 2018
Proposal Time:	2:00 p.m. (Arizona Time)
Number of Copies of Proposals	1 unbound original (labeled) and 5 bound copies and one electronic copy
Contact:	Kathleen M. Shipman, Purchasing Manager
E-Mail:	kathleen.shipman@maricopa-az.gov
Mailing Address& Location	39700 W. Civic Center Plaza, Maricopa, Arizona 85138

OFFER

To the City of Maricopa: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in this Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Proposal package issued by the City.

OFFEROR CONTACT INFORMATION	
Arizona Transaction (Sales) Privilege Tax License Number: _____	For clarification of this offer contact: Name: _____ Email: _____ Telephone: _____
_____ Federal Employer Identification Number _____ Company Name _____ Address _____ City State Zip Code	_____ Authorizing Offeror Signature _____ Printed Name _____ Title

INSTRUCTIONS TO OFFEROR

1. PREPARATION OF PROPOSAL:

- a. Facsimile, email or electronic proposals will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. All references to time periods stated as a number of days shall mean calendar days.
- f. It is the responsibility of all Offerors to examine the entire Request for Proposal package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the Request for Proposal shall be directed in writing or via e-mail no later than five (5) days prior to the proposal opening date, to the person whose name is listed in this RFP's Introduction. Questions submitted after that period may not be answered due to time constraints. Any correspondence related to a Request for Proposal should refer to the appropriate Request for Proposal ID, page, and paragraph number. These questions and answers will be communicated to all via a formal amendment to the solicitation, posted on the City website. However, the Offeror shall not place the Request for Proposal ID on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official Request for Proposal due date and time.

3. **PRE-PROPOSAL MEETING:** July 10, 2018 @ 10:00 a.m. (Arizona time), a Pre-Proposal Meeting will be held at City of Maricopa, City Hall, 39700 W. Civic Center Plaza, Maricopa, AZ. 85138. A site visit will also be conducted with interested parties.

4. **DUE DATE AND TIME:** Offerors must submit proposals to the City's Purchasing Manager by 2:00 p.m. (Arizona Time) on July 24, 2018, at the address or physical location listed on the Introduction/Offer Sheet (Page 1 of RFP). Late proposals will not be accepted.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, an Offeror may withdraw the proposal. Facsimile or email proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of an RFP amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time, or with the original submittal document.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
8. **TAXES:** The City of Maricopa is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
9. **AWARD OF CONTRACT:** Notwithstanding any other provision of this Request for Proposal, the City expressly reserves the right to:
- Waive any immaterial defect or informality,
 - Reject any or all proposals, or portions thereof,
 - Reissue a Request For Proposal, or
 - Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. If an offer is an “all or nothing”, it must be so indicated on the offer sheet.
10. **SELECTION SCHEDULE TIMETABLE:**
 The schedule below is subject to change. Please refer to City of Maricopa’s website for any updates: <http://www.maricopa-az.gov/web/>

06/20/18	Issuance of Request for Proposals
07/10/18	Pre-Proposal Conference – 10:00 a.m. (Arizona Time)
07/24/18	Responses to Request for Proposals due – 2:00 p.m. (Arizona Time)
08/02/18	Selection/Evaluation Committee selects Contractor(s)
08/21/18	City Council meeting to act on approval of contract (subject to change)
08/27/18	Contract Award (subject to change)

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

STANDARD TERMS AND CONDITIONS

1. **CERTIFICATION:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - c. The Offeror has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible city government customers, shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Maricopa including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.
 - a. The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.
 - b. The contract is subject to the provisions as stated:
 - i. ARS §38-511; the City may cancel the contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
 - ii. ARS §35-393.01; All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a Boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance. As defined by A.R.S. §35-393.01 and explained in Chapter 46, House Bill 2617 and outlined in Exhibit B:
 - 1."Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

(a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.

(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.

3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.

4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:

(a) Together with other investors that are not subject to this section.

(b) That are held in an index fund.

5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.

6. "Public fund" means the state treasurer or a retirement system.

7. "Restricted companies" means companies that boycott Israel.

8. "Retirement system" means a retirement plan or system that is pursuant to Title 38.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Maricopa Procurement Code.
5. **CONTRACT:** The resultant contract between the City of Maricopa and the Contractor shall include:
- RFP, including instructions, all terms and conditions, specifications, Scope of Services, attachments, and any amendments thereto,
 - The offer submitted by the Offeror in response to the RFP and any additional changes or amendments mutually negotiated.

The City of Maricopa Scope of Services is provided with the solicitation. It is the Offeror's responsibility to review these documents and identify any conflicts/issues as part of the proposal. Please note that the Contract is subject to revisions suggested by the City Council.

In the event of a conflict in language between the City and the Contractor, the provisions and requirements of the resultant contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms with the concurrence of the Offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the Contract or the Offeror's offer. The RFP shall govern in all other matters not affected by the written contract.

6. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RFP. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this RFP or any resultant contract.

- 7. RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should arrange to pay directly such expenses, if any.
- 8. SUBCONTRACTS:** The Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether subcontractors are used or not.
- 9. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of the resultant Contract. Contractor's duty to defend, hold harmless, and indemnify the City, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of the resultant including any employee of the Contractor or any tier of subcontractor or any other person whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 10. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
- 11. FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented because of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certificate-return receipt* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

- 12. RIGHT TO ASSURANCE:** Whenever one (1) party to the resultant contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 13. RIGHT TO AUDIT RECORDS:** The City may audit the books and records of any Contractor as related to any contract held with the City.
- 14. RIGHT TO INSPECT PLACE OF BUSINESS:** The City may inspect, at reasonable times, the place of business of a Contractor or subcontractor that is related to the performance of any contract as awarded or to be awarded.
- 15. INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They may elect to do any or all:
- a. Waive the non-conformance
 - b. Stop the work immediately
 - c. Bring material into compliance

This shall be accomplished by a written determination for the City.

- 16. LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
- 17. LICENSES:** Contractor shall maintain current status on all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as relates to the contract.
- 18. PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RFP are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

- 19. COST OF PROPOSAL:** The City shall not reimburse the cost of developing or providing any response to this RFP. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 20. PUBLIC RECORD:** All offers submitted in response to this RFP shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
- 21. TERMINATION FOR NON-APPROPRIATION:** Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30th of each year.
- 22. WARRANTIES:** Vendor warrants that all goods delivered under this contract shall conform to the requirements of this contract (including all applicable specifications, drawings and samples), and will be free from defects in material, workmanship, design and will fit for the intended purpose. Any inspection or acceptance of the goods by the City shall not alter or affect the obligation of vendor or the rights of the City under the foregoing warranties.
- 23. COOPERATIVE USE OF CONTRACT:** In addition to the City of Maricopa and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
- 24. A.R.S. § 35-392:** The City is prohibited from purchasing for a company that is in violation of the Export Administration Act.
- 25. COMPLIANCE WITH ARIZONA REVISED STATUTES (A.R.S.):** Procurement of professional services by a municipality within the State of Arizona is governed by A.R.S Title 34. By submitting an RFP under this solicitation, the submitter certifies that said submittal and their conduct in relation to this solicitation complies with the requirements of A.R.S Title 34.
- 26. FEDERAL IMMIGRATION AND NATIONALITY ACT (FINA):** By entering into the contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms, I-9, as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at www.USCIS.GOV.

The City may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the City suspect or find that the Contractor or any of its subcontractors are not in compliance, the City may pursue all remedies allowed by law, including but not limited to: suspension of work, termination of the contract for default, and suspension or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

SPECIAL TERMS AND CONDITIONS

1. **AUTHORITY:** This solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.
2. **OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
3. **TERM OF CONTRACT:** The term of any resultant contract shall commence upon the issuance of a contract awarded by the City Maricopa City Council with an initial one (1) year term unless terminated, cancelled, or extended as otherwise provided herein.
4. **CONTRACT EXTENSION (RENEWAL):** By written mutual contract amendment, the City reserves the right to renew this contract an additional four (4), one (1) year renewals with Council approval. The resultant total potential contract term is five (5) years.
5. **PROPOSAL FORMAT:** One (1) unbound original document (label original), and five (5) copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section. **Additionally, please provide all documents in electronic format either CD or thumb drive media.**
6. **KEY PERSONNEL:** It is essential that the Contractor provide adequate experienced personnel, capable of, and devoted to the successful accomplishment of work to be performed under any resultant contract. The Contractor must agree to assign specific individuals to the key positions.
 - a. The Contractor agrees that, once assigned to work under any resultant contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under any resultant contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of equal ability and qualifications.
7. **PROPOSAL OPENING:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be recorded in the presence of a witness. Proposals, amendments, and all other information received in response of this Request for Proposal shall be shown only to City personnel having legitimate interest in the evaluation. Prices shall not be read. After award of the proposal, the successful proposal and the evaluation documentation shall be open for public inspection upon request.
8. **EVALUATION:** The City of Maricopa shall evaluate proposals based upon the following criteria listed below in order of importance. The response to the evaluation criteria shall be no more than eight (8) pages in length. The Offeror's submittal should be organized by the following evaluation criteria:

a. **Capabilities (30 points)**

Offers shall describe Contractor's experience related to government and commercial contracts for janitorial services. Responses shall demonstrate that qualified personnel will be performing all aspects of the services listed. Offers shall include length of time Contractor has had experience in performing this type of work and list pertinent staff by name, job title, experience, and length of service with company. Offer shall also provide staffing levels (number of personnel provided to perform work specifically on this contract), identify all appropriate licenses held, and by whom, to be provided at the request of the City. List and describe all equipment (type and quantity) to be used to perform the tasks required. Contractor shall have had a minimum of three (3) years' experience in providing janitorial services. The Contractor shall provide a twenty-four (24) hour phone number in case of emergencies.

b. **Compliance with Scope of Services (25 points)**

Offers shall include Contractor's understanding of the project, a detailed plan of action describing how they propose to accomplish the work, and procedures for implementation and start-up. The plan of action should include:

- i. A full summary of the proposed maintenance plan;
- ii. A complete listing of equipment to be used compatible with current dispensers and fixtures, and the brand of cleaning chemicals and supplies compatible with current dispensers and fixtures, that will be used;
- iii. Frequency of tasks, work schedule(s); Supervisor's inspections, and quality control.

c. **Cost of Service (20 points)**

Offers shall include the price for performing the Scope of Services broken out on a **monthly** basis by location and contract year.

d. **Staffing Plan (15 points)**

Please provide a detailed staff-sourcing plan. Please include in this plan:

- i. Number of staff per shift,
- ii. Anticipated number of hours for service,
- iii. Qualified backup staffing plan for vacations & sick days, and
- iv. Qualified Day Porter replacement for vacation and sick days.

e. **References (10 points)**

Offerors shall provide three (3) references from companies (governmental agencies preferably) they have provided similar service for in the past twenty-four (24) months. Company name, address, phone number, contact person, length of service, and a brief description of the services provided. In addition to references listed, the City reserves the right to contact references not provided by Offeror. The failure to provide the required number of references and contact information may be the basis for a non-responsive determination.

9. **DISCUSSIONS AND INTERVIEWS:** After the receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct personal interviews or require presentation of any or all proposals prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interviews or presentations.

10. CONFIDENTIAL INFORMATION

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Finance Director of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Finance Director makes a written determination.

11. CONFIDENTIALITY OF RECORDS: The Contractor shall establish and maintain procedures and controls that are acceptable to the City for assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.

12. RESULTANT CONTRACT: A contract shall be issued between the City and the successful Offeror(s) following award.

13. LIQUIDATED DAMAGES: Liquidated damages shall be one-hundred dollars (\$100.00) for each calendar day of delay.

- a. If the contract is not terminated, the Contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
- b. In the event that the City exercises its right of termination, the Contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.

14. INSURANCE: The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The City shall notify the successful Contractor(s) of the intent to issue a contract award. At that time, the successful Contractor(s) shall submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other Contractor obligations.

15. LICENSES: The Contractor shall remain current on all Federal, State, and Local Licenses and permits required for the operation of the business conducted by the Contractor.

16. CITY OF MARICOPA BUSINESS LICENSE: The successful Contractor will be required to have a valid and current City of Maricopa Business License prior to the Notice to Proceed. Please refer to the following for applicable business license downloadable forms to submit with your proposal (If applicable)

<http://www.maricopa-az.gov/web/finance-administrativeservice-home/business-licenses>

17. BONDS: If applicable, the successful Contractor shall deliver to the City a Performance Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must accompanied by a certified copy of such agent's authority to act.

18. CONTRACT CANCELLATION: The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the Contractor to carry out any obligation, term or condition of any resultant contract. The City will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a. The Contractor provides material that does not meet the specifications of the contract;
- b. The Contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The Contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the Contractor.

In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the Contractor by:

- a. Deduction from an unpaid balance;
- b. Collection against the bid and/or performance bond, or;
- c. Any combination of the above or any other remedies as provided by law.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

SCOPE OF SERVICES

I. BACKGROUND

The City of Maricopa intends to establish a contract for Janitorial Services at the Copper Sky Multi-Generational Recreation Center located at 44345 Martin Luther King, Jr. Blvd, Maricopa, AZ 85138.

II. GENERAL

The Contractor shall provide the City Representative the name of the individuals who will oversee the work performed and a telephone number by which to contact them. The work schedule shall reflect adequate time for completion of all routine work activities on a daily and weekly basis. Work shall be scheduled so that it will not disrupt the functions and normal day-to-day operations of the facilities.

The City reserves the right to make minor adjustments to the schedule at any time in order to avoid conflict with the facilities' operations, after hours meetings, recreation programs, or to serve the City's needs.

The successful Contractor is to supply and **stock** all cleaning equipment, compatible with current dispensers and fixtures, cleaning chemicals (including material safety data sheets), and all paper products (toilet paper, paper towels, hand soap, seat covers, liners, etc.) compatible with current dispensers and fixtures.

III. SUPERVISOR AND STAFFING

The Contractor shall provide one (1) full-time Supervisor on the job site at all times when performing contractual duties during the scheduled work hours, and additionally upon request by City of Maricopa site-specific representative. This information shall be defined and provided after award. The Supervisor must be knowledgeable in their area of responsibility and have no less than twelve (12) months experience with equivalent size and scope in the last twenty-four (24) months, performing in the same capacity.

The Contractor shall be required to provide as many personnel as needed to meet the Scope of Services. In addition, the Contractor's employees shall wear identification badges and a clean uniform shirt or vest bearing the Contractor's name and/or logo while on City premises. The badge shall have the employee's picture, name, and signature. All vendor employees shall conduct themselves in a professional and courteous manner.

Contractor staff schedule is to be submitted to the City Representative on a monthly basis, and as requested by the City. If there should be any deviation from the aforementioned schedule, the City Representative will be notified immediately.

All doors shall be locked, security systems armed, where required, and all lights shall be turned out upon completion of each daily cleaning service.

The Contractor's on-site Supervisor shall assist the City Representative in making random on-site facility inspections while coordinating other operational requirements. Bi-weekly facility inspections shall be conducted and submitted to the designated representative of the City.

The Contractor shall perform complete background investigations on any of its employees before beginning work or entering a City of Maricopa facility. All background investigations shall be conducted at the Contractor's expense, and shall include, but may not be limited to, background checks, criminal history checks, and verification of citizenship.

The Contractor shall provide the City Representative the name of the Supervisor who will oversee the work performed at all locations and a telephone number by which to contact them. The work schedule shall reflect adequate time for completion of all routine work activities on a daily and weekly basis. Work shall be scheduled so that it will not disrupt the normal day-to-day operations of the facility.

Night Shift Janitorial Supervisor

The successful Contractor will provide a working Supervisor assigned to be on-site during the hours of operation. This Contractor Supervisor will be assigned to follow a specific cleaning schedule. The Contractor staff will perform a variety of cleaning tasks to include, but not limited to:

- a. Trash removal to designated exterior trash container,
- b. Dusting of all horizontal surfaces in the public areas and office areas,
- c. Clean
 - i. Break and Office rooms,
 - ii. Gym areas,
 - iii. Pool locker rooms. Shower Mats are to be removed, cleaned, and replaced nightly in accordance to established schedule,
 - iv. Fitness area, and
 - v. Restrooms,
- d. All carpet will be vacuumed and spot cleaned,
- e. Dusting of all interior window sills,
- f. Dry and wet mop all exposed flooring, and
- g. Re-stock all paper products, soap dispensers and hand sanitizers.

During the scheduled work hours of operations, this Supervisor shall be the main point of contact between the Contractor and the City Staff.

IV. INSPECTION

The Contractor shall provide on-site full time supervision when performing contractual duties during established scheduled work hours. The Contractor shall provide appropriate staff training to assure competent performance of the work. In addition, the Contractor's supervisory personnel shall periodically inspect all premises to ensure the work being performed is in accordance with this RFP. These periodic inspections shall be performed bi-weekly or at the request of the City Representative. The Contractor shall maintain written reports of such inspections, which shall be given to the City Representative after each inspection. The Contractor's Supervisor must be literate and fluent in the English language. The Contractor's employees must have a working knowledge of the English language because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with City employees.

The Contractor's Supervisor shall perform a walk-through every day of all premises on which the services are to be provided to assure all work is being performed as defined in this RFP. Contractor employees are to be accompanied in the work areas only by other authorized Contractor employees or employees of the City. Contractor employees shall perform services in such a manner that damage is not inflicted to existing materials, facilities, grounds, utilities or other structures.

In the event the Contractor causes damage to City property, the Contractor shall replace or repair the same at no cost to the City as directed by the assigned City Representative. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be deducted from the Contractor's monthly payments.

The Contractor shall be required to sign for each key issued to them on a form provided by the City. If Contractor's employees should lose an issued key, they will be required to pay for the cost of having duplicates made. If a breach of security results from the Contractor loss of keys, or the failure to reset any security alarm requiring that locks must be changed, re-keyed, or new security codes set up, an additional charge per lock will be made. These charges will be deducted from monthly payments made to the Contractor.

V. MISCELLANEOUS REQUIREMENTS

a. Records

The Contractor shall keep a Daily Work Report, Exhibit A, and deliver them to the designated City Representative. Names and initials of all staff assigned to specific contractual duties shall be handwritten, printed clearly, and must be legible. These reports may be modified at any time to meet the needs of the designated City Representative. The City shall supply the forms. The Daily Work Report will list the employees who worked and any details of unusual activities including, lost and found articles, property and equipment not in an operating condition, and other pertinent information.

b. Consumables Inventory

The Contractor shall track the usage of all consumable supplies and materials used while performing the requirements under this RFP. A report showing the supplies and material consumed shall be presented to the City Representative on a monthly basis.

c. Lost and Found

Contractor shall deliver any lost and found items to the counter in the lobby area. These items shall be annotated on the Daily Work Report including the name of the individual that found the item and the location where the item was found.

d. Corrective Re-Work

The designated City Representative shall decide all questions that may arise as to the quality and acceptability of any work performed under this contract. When notice of a performance deficiency is delivered to the Contractor, the Contractor shall have four (4) hours from the time of notification to initiate corrective action in any specific instances of unsatisfactory performance. Additional payments will not be made by the City for additional time that the Contractor may need to schedule the corrective re-work of unsatisfactory performance.

Contractor failure to correct unacceptable work within the period specified above may result in reduction of payment, or non-payment for the date of the deficiency. All extenuating circumstances will be taken into consideration (force majeure, adverse weather, etc.). There will be no reduction in payment if the deficiency is corrected within the four (4) hour timeframe specified above; however, if the deficiency is not corrected after the initial notification, and a second notification is required, a 50% reduction of daily rate amount will be levied against the Contractor. If the deficiency is not corrected after the second notification, a 100% reduction of daily rate amount will be levied against the Contractor.

At that point, the City reserves the right to correct the situation by whatever means are in the best interest of the City, with City personnel or by separate contract, and the cost of such actions deducted from the Contractor's monthly invoice.

Contractor staff will be directed to report anything unusual such as:

- a. Foul smells,
- b. Smoke,
- c. Leaks
- d. Flooding
- e. Broken cracked windows or mirrors,
- f. Lights out,
- g. Graffiti,
- h. Torn or worn carpets,
- i. Ground or upper level leaks,
- k. Unusual behavior or activity,
- l. Vandalism.

All of the above shall reported immediately to the City of Maricopa Representative, or Designee, overseeing Contractor's work. It shall also be annotated on the Daily Work Report.

VI. COPPER SKY MULTI-GENERATIONAL CENTER

The Copper Sky Multi-Generational Center is approximately 46,500 square feet and has two (2) levels. It consists of general office areas, classrooms, corridors, break rooms, conference rooms, employee and public restrooms, kitchen areas, fitness centers, gym and pool lockers. The Multi-Generational Center consists of two (2) floors with various floor types including carpet, ceramic tile, rubber coated, polished concrete and concrete. All floors must be cleaned using the manufacturer's recommended specifications (See Attachment D).

Project Description

Cleaning is to be performed per the following schedule:

- a. Day Porter
 - i. One (1) Porter Monday through Friday from 10:00 a.m. to 9:00 p.m.,
 - ii. One (1) Porter Saturdays from 10:00 a.m. to 8:00 p.m., and
 - iii. One (1) Porter Sundays from 1:00 p.m. to 5:00 p.m.
- b. Night Staff
 - i. Monday through Friday: Night Staff to begin work no earlier than 9:30 p.m.,
 - ii. Saturdays: Night Staff to begin work no earlier than 8:30 p.m., and
 - iii. Sundays: Night Staff to begin work no earlier than 5:30 p.m.

Daily Duties

The Contractor shall assign a daytime porter during the hours stated under the project description to perform specific duties outlined below. This is not an all-inclusive list based on other duties as assigned by the City Staff.

- a. All carpet and mats will be vacuumed daily,
- b. Empty trash cans and replace with new liners when needed,
- c. Clean all interior and exterior glass doors/windows,
- d. Clean and disinfect drinking fountains,
- e. Wipe down all glass / wooden table tops and mirrors,
- f. Dust interior window sills,

- g. Sweep and dry mop all exposed flooring. City Staff can help determine the times floors in Studios A and B, and Fitness Studios A and B are available for cleaning. Fitness studios A and B are typically available to clean between 1:00 p.m.-4:00 p.m. daily,
- h. Re-stock all paper products and refill soap dispensers and hand sanitizers throughout the building,
- i. Wipe and disinfect and sanitize all hard surfaces throughout the building (counters, mirrors, all partition doors, sinks, toilets, urinals, diaper change stations, walls, and entry doors. Wipe dry with clean rag. Do not leave hard water deposits,
- j. Clean all mirrors and chrome fixtures,
- k. Clean and disinfect handrails,
- l. Clean urinals and bowls (include tops and underside of bowl seats),
- m. Replace air fresheners and toilet deodorants as needed,
- n. Dust off air conditioning vents and around light fixtures,
- o. Squeegee locker room floors when water is present,
- p. Clean and disinfect elevator walls, handles and control panel, and
- q. Other cleaning duties as assigned by a City Representative.

The Day Porter shall complete all stated cleaning duties/requirements in the areas below:

- a. Office areas,
- b. Gym areas,
- c. Aquatics & pool locker rooms,
- d. Main building locker rooms,
- e. Restrooms,
- f. Fitness area,
- g. Child watch area,
- h. Changing & family rooms,
- i. Kitchen,
- j. Fitness studios A and B,
- k. Meeting rooms A and B,
- l. Laundry room,
- m. Lobby and hallways,
- n. All trash cans including pool deck trash cans,
- o. Activity room,
- p. Janitorial closets,
- q. Studio storage room,
- r. Running track, and
- s. Lifeguard office.

During the daytime operations, the Day Porter will be one of the main points of contacts between the Contractor and the City Staff.

Nightly Duties

- a. All carpet and mats will be vacuumed nightly,
- b. Straighten furniture. Clean and dust under lobby furniture,
- c. Dust off furniture and pictures of art,
- d. Dust off ceiling fans,
- e. Dust around all machines and plants,
- f. Dust off lockers and wet wipe down,

- Remove cobwebs from all corners and ceilings,
- g. Clean, wipe and disinfect shower walls and stalls,
 - h. Clean and disinfect handrails,
 - i. Clean chairs and chair base,
 - j. Clean all vertical surfaces such as light switches, doors and door frames,
 - k. Empty trash cans and replace with new liners when needed,
 - l. Clean all interior exterior glass doors,
 - m. Clean and disinfect drinking fountains,
 - n. Wipe down all glass & wooden table tops and mirrors,
 - o. Dust interior window sills,
 - p. Re-stock all paper products and refill soap dispensers and hand sanitizers throughout the building,
 - q. Wipe and disinfect and sanitize all hard surfaces throughout the building (counters, mirrors, all partition doors, sinks, toilets, urinals, diaper change stations, walls, and entry doors. Wipe dry with clean rag. Do not leave hard water deposits,
 - r. Clean all mirrors and chrome fixtures,
 - s. Clean and disinfect handrails,
 - t. Clean urinals and bowls (include tops and underside of bowl seats),
 - u. Replace air fresheners and toilet deodorants as needed,
 - v. Dust off air conditioning vents and around light fixtures,
 - w. Squeegee locker room floors when water is present,
 - x. Clean and disinfect elevator walls, handles and control panel, and
 - y. Other cleaning duties as assigned by the City Representative.

The **Nightly Duties** listed above shall be completed in the areas below:

- a. Office areas,
- b. Gym areas,
- c. Aquatics & pool locker rooms,
- d. Main building Locker rooms,
- e. Restrooms,
- f. Fitness area,
- g. Child watch area,
- h. Changing & family rooms,
- i. Kitchen,
- j. Fitness studios A and B,
- k. Meeting rooms A and B,
- l. Laundry room,
- m. Lobby and hallways,
- n. Pool deck trash cans,
- o. Activity room,
- p. Janitorial closets,
- q. Studio storage room,
- r. Running track, and
- s. Lifeguard office.

Nightly Floor Cleaning Duties

- a. Clean using manufacturer's recommended specifications (Attachment D),
- b. All Polished and Non-Polished Concrete to be swept and mopped,
- c. Ceramic tile swept and mopped,
- d. Robbins Maple Hardwood floor swept and treated with damp mop,

- e. Roppe Rubber floor swept and damp mopped,
- f. Nora Rubber Floor swept, mopped and auto scrubbed,
- g. Interface Carpet vacuumed,
- h. Robbins Pulastic floor swept and damp mopped,
- i. All Mondo floors dust mopped, vacuumed, and damp mopped, and
- j. Epoxy swept and wet mopped.

Weekly Duties to be completed at night or non-business hours

- a. All floors scraped of gum and debris,
- b. Auto Scrub polished concrete using recommended cleaner,
- c. Pour environmentally safe enzyme solution down drain,
- d. Dust window ledges,
- e. Dust handrails in stairwells,
- f. Clean lobby glass and walls,
- g. Clean tops of lockers/vending machines,
- h. Remove cobwebs from all interior and exterior areas,
- i. Clean and disinfect trash barrels inside and out as needed,
- j. Auto Scrub ceramic tile using recommended cleaner,
- k. Remove marks from Robbins Maple Hardwood with soft end,
- l. Auto scrub Roppe Rubber floor with recommended cleaner,
- m. All Mondo floors to be auto scrubbed, extracted and rinsed using recommended cleaner, and
- n. Replace urinal blocks.

Monthly Duties (Completed at night or non-business hours)

- a. Clean smudges off baseboards,
- b. Remove hard water and scum build up on ceramic tiles,
- c. Use white pad to dry buff Roppe Rubber Floor,
- d. Nora Rubber floor to be low speed buffed with 10-minute dwell time of recommended cleaner, extract and rinse,
- e. Robbins Pulastic floors to be auto scrubbed with manufacturer recommended cleaner, and
- f. Epoxy Floors to be brushed, extracted and rinsed using manufacture's recommendations.

Quarterly (Completed at night or non-business hours)

All concrete floors to be burnished.

PROPOSAL FORMAT AND REQUIRED RESPONSES

The information set forth in paragraphs below must be included with all proposals. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.

In order for the City to conduct a uniform review process, all proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection.

1. **OFFER SHEET:** The attached Introduction/Offer Sheet (Page 1 of RFP) must be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the City to reject a proposal.
2. **TABLE OF CONTENTS:** The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the City's Request for Proposal and must include all the items set forth in this section of the Request for Proposal.
3. **LETTER OF TRANSMITTAL (Limit to one (1) page):** A letter of transmittal must be submitted with an Offeror's proposal. The letter must include:
 - a. A statement of the Offeror's understanding of the products and services required by the Request for Proposal listed in the Scope of Services.
 - b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
 - c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the City.
4. **FIRM OVERVIEW (Excluding attachments, limit to four (4) pages):**
 - a. Organization's primary line of business?
 - b. Does your organization have at least one (1) office located in the State of Arizona? If so, what is/are the location(s)?
 - c. Discuss the structure of your organization. If a private firm, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the firm has been in business under the current business name as well as any previous business names.
 - d. Provide documentation that the Offeror is licensed under the applicable laws of the State of Arizona.
5. **EXPERIENCE (Excluding attachments and resumes, limit to four (4) pages):**
 - a. Describe comparable services provided by the firm to municipalities in the last twenty-four (24) months similar in scope to the City's request. Please include the names of the municipalities that you have provided this service.
 - b. How long has your firm been in the janitorial/cleaning business and in what cities or locations has your business been licensed?
 - c. Please include the resumes of the principles of your firm along with their experience in the janitorial/cleaning industry and their number of years in the industry.

- 6. DETAIL RESPONSES TO THE EVALUATION CRITERIA:** Please included detailed information addressing the evaluation criteria as defined in the “Special Terms and Conditions”, Item # 8, page 9-10.
 - a. Capabilities,
 - b. Compliance with Specifications,
 - c. Cost of Service,
 - d. Staffing Plan, and
 - e. References.

- 7. CREW SIZE AND EXPERIENCE:** List the estimated crew sizes that will be required and their qualifications of cleaning similar facilities. Provide the anticipated estimate number of hours you believe each shift will require. Also, provide staffing plans and how vacation and sick days will be covered.

- 8. DISCLOSURES OF CONFLICT OF INTEREST (Limit to one (1) page):** The Offeror shall include a statement that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8. In the event any professional or personal financial interest, does exist the nature of the relationship shall be disclosed to the City and examined by the City of the material facts of the disclosure. The above reference statute shall govern the actions of the city in the event a conflict exists.

- 9. PROPOSED FEES/COMPENSATION:** Offers shall include the monthly and annual price on the attached price sheets. Prices shall be stated as a flat fee (Attachment A).

- 10. SUBSTITUTE W-9 FORM:** Complete and return the attached City of Maricopa Substitute W-9 form (Attachment B).

- 11. PARTICIPATION IF BOYCOTT OF ISRAEL:** Complete and sign the form (Attachment C)

- 12. POST-AWARD DEBRIEFING OF OFFERORS:**
 - a. An offeror may request a post-award debriefing from the City. The purpose of the debriefing will be to furnish the basis for the City’s selection decision and contract award. The offeror shall submit a written request to the City within three (3) days from the date the offeror received notification of contract award.
 - b. The City shall make every effort to conduct the debriefing within five (5) days after receipt of the offeror’s written request.

VENDOR SUBMITTAL CHECKLIST

- _____ One (1) unbound original, marked, five (5) bound copies and one (1) electronic copy
- _____ Offer Sheet, Signed
- _____ Table of Contents
- _____ Signed Letter of Transmittal/Cover Letter (1 pages)
- _____ Firm Overview (limit to four (4) pages)
- _____ Experience (limit to four (4) pages)
- _____ Response to the Evaluation Criteria (limit to eight (8) pages)
- _____ Plan of Action for implementation and start up
- _____ Staffing Plan
- _____ Equipment Listing (type and quantity)
- _____ Crew Size and Experience of Crew
- _____ References, including short description of services provided
- _____ Disclosure of Conflict of Interest
- _____ Confidential Information Statement
- _____ Proposed Fees/Compensation (Attachment A)
- _____ Substitute W-9 Form completed (Attachment B)
- _____ Boycott - Participation/Israel (Attachment C)
- _____ Amendments, signed (as applicable)

**ATTACHMENT A
 PRICING SCHEDULE
 COPPER SKY JANITORIAL SERVICES**

ITEM NUMBER	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	TOTAL PRICE
1	Copper Sky Janitorial Services Base Period	12	MO	\$	\$
2	Copper Sky Janitorial Services Option Period 1	12	MO	\$	\$
3	Copper Sky Janitorial Services Option Period 2	12	MO	\$	\$
4	Copper Sky Janitorial Services Option Period 3	12	MO	\$	\$
5	Copper Sky Janitorial Services Option Period 4	12	MO	\$	\$
TOTAL PROPOSAL (Items 1 through 5)				\$	

ATTACHMENT B
SUBSTITUTE W-9 FORM – page 1

PART I: Company Information:

1. Name (as shown on Income Tax Return): _____
2. Business Name (if different from above): _____
3. DUNS #: _____
4. Federal employer identification number (or SSN): _____
5. Type of organization (check one):

<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____	<input type="checkbox"/> Limited Liability Company* *Choose the tax classification <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership
--	---
6. Order Address: _____

 (Order address) (City) (State) (Zip code)
7. Remittance address (if different than above): _____

 (Remittance address) (City) (State) (Zip code)
8. Contact person for bid invitations: _____
9. Phone Number: _____ Fax Number: _____
10. Email address of contact person: _____
11. Applicant is a (check one):

<input type="checkbox"/> Factory Representative <input type="checkbox"/> Manufacturer <input type="checkbox"/> Retail dealer <input type="checkbox"/> Consultant	<input type="checkbox"/> Jobber <input type="checkbox"/> Authorized distributor <input type="checkbox"/> Contractor <input type="checkbox"/> Other: _____
---	--
12. Indicate if the business is registered as a minority or woman-owned company.

<input type="checkbox"/> Minority-owned	<input type="checkbox"/> Woman-owned	<input type="checkbox"/> Not Applicable
---	--------------------------------------	---
13. How long has the company been in business? _____
14. Does applicant currently hold a valid business license issued by the City of Maricopa?
 Yes No

SUBSTITUTE W-9 FORM – page 2

PART II: COMMODITY OR SERVICE DESCRIPTION

1. Commodity/Service description (*this section must be completed*):
-
-

PART III: APPLICANT TERMS & CERTIFICATION

Terms:

The City of Maricopa may take up to thirty (30) calendar days after the receipt of vendor's invoice to render payment unless other arrangements are made through a written contract. Applicant's signature below signifies acceptance of those terms.

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct federal employer identification number.
2. I am not subject to backup withholding because of failure to report interest and dividend income.
3. I am a U.S. person (including a U.S. resident alien).
(NOTE: You must cross out item 2. above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return).
4. The following business ownership classifications are applicable:

Disadvantaged Business Enterprise Ownership Classification (Select One Only):

- | | |
|--|--|
| <input type="checkbox"/> 1 Non-Small/Non-Minority/Non-Disabled | <input type="checkbox"/> 8 Small Business/Disabled Owner |
| <input type="checkbox"/> 2 Small Business (Per ARS §41-1001.20) | <input type="checkbox"/> 9 Minority Woman Owned Business |
| <input type="checkbox"/> 3 Minority Owned Business [Per 15 CFR §1400.1(a)] | <input type="checkbox"/> 10 Disabled-Minority Owned Business |
| <input type="checkbox"/> 4 Woman Owned Business | <input type="checkbox"/> 11 Disabled-Woman Owned Business |
| <input type="checkbox"/> 5 Owned By Disabled Individual (Per ARS §41-1492.5) | <input type="checkbox"/> 12 Small Business/Minority-Woman Owned |
| <input type="checkbox"/> 6 Small Business/Minority Owned | <input type="checkbox"/> 13 Small Business/Disabled-Minority Owned |
| <input type="checkbox"/> 7 Small Business/Woman Owned | <input type="checkbox"/> 14 Small Business/Disabled-Minority-Woman |

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Name (*Please print*)

Signature

Title (*Please print*)

Date

ATTACHMENT C
PARTICIPATION IF BOYCOTT OF ISRAEL

	Participation if Boycott of Israel	PAGE 1	State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
		OF 1	

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01 This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Company Name	Signature of Person Authorized to Sign
Address	Printed Name
City	Title
State	
Zip	

ATTACHMENT D
MANUFACTURER'S CARE AND MAINTENANCE WEBSITES

- Mondo Sportflex – Track
<https://www.mondoworldwide.com/na/en/downloads>
- Mondo Ramflex – Fitness floor and Studio B.
https://mathusek.com/wp-content/uploads/2015/09/Product-Sheet_Ramflex_EN_en-1.pdf
- Robbins Maple Hardwood – Fitness Studio A
<https://www.robbinsfloor.com/maintenance/>
- Robbins Pulastic – Multi-Purpose Gym
<https://www.robbinsfloor.com/specifications-technical-data-hardwood-sports-floors/>
- Interface Carpet – Studio A, Offices, Locker rooms, family rooms and Activity Room.
www.interface.com/US/en-US/about/modular-carpet-tile/Maintenance-Instructions
- Mondo Floors
<https://www.mondoworldwide.com/na/en/downloads>
- Roppe Rubber
https://roppe.com/wp-content/uploads/2016/12/Roppe_Pinnacle_Maintenance.pdf
- Nora Rubber
<https://www.nora.com/united-states/en/installation-and-care>

EXHIBIT A
DAILY WORK REPORT EXAMPLE

Empty Trash throughout Building:

Date										
Initials										

Sweep, Vacuum, and Mop All Exposed Floors:

Date										
Initials										

Dust All Surfaces throughout Building, including top of bookcases:

Date										
Initials										

Clean All Restrooms:

Date										
Initials										

Clean Breakroom and Office Area:

Date										
Initials										

Restock all Paper Towel, Toilet Paper, Toilet Seat, Soap Dispensers and Sanitary Napkin Liners:

Date										
Initials										

Re-Arm Alarm When Exiting:

Date										
Initials										

All Windows to be Cleaned Monthly:

Date										
Initials										

Comments: Needed repairs; lost and found; incidents

EXHIBIT B
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill
Page 1

State of Arizona House of Representatives Fifty-second Legislature Second Regular Session 2016

AN ACT

**AMENDING TITLE 35, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 9;
RELATING TO PUBLIC CONTRACTS AND INVESTMENTS**

Senate Engrossed House Bill

State of Arizona
House of Representatives
Fifty-second Legislature
Second Regular Session
2016

CHAPTER 46
HOUSE BILL 2617

AN ACT

**AMENDING TITLE 35, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 9;
RELATING TO PUBLIC CONTRACTS AND INVESTMENTS.**

(TEXT OF BILL BEGINS ON NEXT PAGE)

EXHIBIT B
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill
Page 2

1 Be it enacted by the Legislature of the State of Arizona:
2 Section 1. Title 35, chapter 2, Arizona Revised Statutes, is amended
3 by adding article 9, to read:
4 ARTICLE 9. ISRAEL BOYCOTT DIVESTMENTS
5 **35-393. Definitions**
6 IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:
7 1. "BOYCOTT" MEANS ENGAGING IN A REFUSAL TO DEAL, TERMINATING BUSINESS
8 ACTIVITIES OR PERFORMING OTHER ACTIONS THAT ARE INTENDED TO LIMIT COMMERCIAL
9 RELATIONS WITH ISRAEL OR WITH PERSONS OR ENTITIES DOING BUSINESS IN ISRAEL OR
10 IN TERRITORIES CONTROLLED BY ISRAEL, IF THOSE ACTIONS ARE TAKEN EITHER:
11 (a) IN COMPLIANCE WITH OR ADHERENCE TO CALLS FOR A BOYCOTT OF ISRAEL
12 OTHER THAN THOSE BOYCOTTS TO WHICH 50 UNITED STATES CODE SECTION 4607(c)
13 APPLIES.
14 (b) IN A MANNER THAT DISCRIMINATES ON THE BASIS OF NATIONALITY,
15 NATIONAL ORIGIN OR RELIGION AND THAT IS NOT BASED ON A VALID BUSINESS REASON.
16 2. "COMPANY" MEANS A SOLE PROPRIETORSHIP, ORGANIZATION, ASSOCIATION,
17 CORPORATION, PARTNERSHIP, JOINT VENTURE, LIMITED PARTNERSHIP, LIMITED
18 LIABILITY PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY OR BUSINESS
19 ASSOCIATION, AND INCLUDES A WHOLLY OWNED SUBSIDIARY, MAJORITY-OWNED
20 SUBSIDIARY, PARENT COMPANY OR AFFILIATE.
21 3. "DIRECT HOLDINGS" MEANS ALL PUBLICLY TRADED SECURITIES OF A COMPANY
22 THAT ARE HELD DIRECTLY BY THE STATE TREASURER OR A RETIREMENT SYSTEM IN AN
23 ACTIVELY MANAGED ACCOUNT OR FUND IN WHICH THE RETIREMENT SYSTEM OWNS ALL
24 SHARES OR INTERESTS.
25 4. "INDIRECT HOLDINGS" MEANS ALL SECURITIES OF A COMPANY THAT ARE HELD
26 IN AN ACCOUNT OR FUND, INCLUDING A MUTUAL FUND, THAT IS MANAGED BY ONE OR
27 MORE PERSONS WHO ARE NOT EMPLOYED BY THE STATE TREASURER OR A RETIREMENT
28 SYSTEM, IF THE STATE TREASURER OR RETIREMENT SYSTEM OWNS SHARES OR INTERESTS
29 EITHER:
30 (a) TOGETHER WITH OTHER INVESTORS THAT ARE NOT SUBJECT TO THIS
31 SECTION.
32 (b) THAT ARE HELD IN AN INDEX FUND.
33 5. "PUBLIC ENTITY" MEANS THIS STATE, A POLITICAL SUBDIVISION OF THIS
34 STATE OR AN AGENCY, BOARD, COMMISSION OR DEPARTMENT OF THIS STATE OR A
35 POLITICAL SUBDIVISION OF THIS STATE.
36 6. "PUBLIC FUND" MEANS THE STATE TREASURER OR A RETIREMENT SYSTEM.
37 7. "RESTRICTED COMPANIES" MEANS COMPANIES THAT BOYCOTT ISRAEL.
38 8. "RETIREMENT SYSTEM" MEANS A RETIREMENT PLAN OR SYSTEM THAT IS
39 ESTABLISHED BY OR PURSUANT TO TITLE 38.
40 **35-393.01. Contracting; procurement; investment; prohibitions**
41 A. A PUBLIC ENTITY MAY NOT ENTER INTO A CONTRACT WITH A COMPANY TO
42 ACQUIRE OR DISPOSE OF SERVICES, SUPPLIES, INFORMATION TECHNOLOGY OR
43 CONSTRUCTION UNLESS THE CONTRACT INCLUDES A WRITTEN CERTIFICATION THAT THE
44 COMPANY IS NOT CURRENTLY ENGAGED IN, AND AGREES FOR THE DURATION OF THE
45 CONTRACT TO NOT ENGAGE IN, A BOYCOTT OF ISRAEL.

EXHIBIT B
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill
Page 3

1 B. A PUBLIC ENTITY MAY NOT ADOPT A PROCUREMENT, INVESTMENT OR OTHER
2 POLICY THAT HAS THE EFFECT OF INDUCING OR REQUIRING A PERSON OR COMPANY TO
3 BOYCOTT ISRAEL.
4 35-393.02. Investment; restricted companies list; notice;
5 immunity; exception
6 A. ON OR BEFORE APRIL 1 OF EACH YEAR, EACH PUBLIC FUND SHALL PREPARE A
7 LIST OF RESTRICTED COMPANIES AND SHALL PROVIDE A COPY OF THE LIST ON REQUEST.
8 B. IN PREPARING THE LIST OF RESTRICTED COMPANIES, THE PUBLIC FUND MAY
9 CONSIDER AT LEAST THE FOLLOWING:
10 1. PUBLICLY AVAILABLE INFORMATION, INCLUDING INFORMATION PROVIDED BY
11 NONPROFIT ORGANIZATIONS, RESEARCH FIRMS AND GOVERNMENT ENTITIES.
12 2. INFORMATION PREPARED BY AN INDEPENDENT RESEARCH FIRM RETAINED BY
13 THE PUBLIC FUND.
14 3. A STATEMENT BY A COMPANY THAT IT IS PARTICIPATING IN A BOYCOTT OF
15 ISRAEL OR THAT IT HAS TAKEN A BOYCOTT ACTION AT THE REQUEST OF, IN COMPLIANCE
16 WITH OR IN FURTHERANCE OF CALLS FOR A BOYCOTT OF ISRAEL.
17 C. THE PUBLIC FUND SHALL NOTIFY EACH COMPANY THAT IS INCLUDED ON THE
18 LIST OF RESTRICTED COMPANIES THAT THE COMPANY IS SUBJECT TO DIVESTMENT BY THE
19 STATE TREASURER AND THE RETIREMENT SYSTEMS.
20 D. IF A COMPANY THAT RECEIVES NOTICE PURSUANT TO SUBSECTION C OF THIS
21 SECTION SUBMITS A WRITTEN CERTIFICATION TO THE PUBLIC FUND THAT IT HAS CEASED
22 ITS BOYCOTT OF ISRAEL AND WILL NOT ENGAGE IN A BOYCOTT OF ISRAEL FOR THE
23 PERIOD OF TIME THAT THE STATE TREASURER OR A RETIREMENT SYSTEM INVESTS IN THE
24 COMPANY, THE PUBLIC FUND SHALL REMOVE THE COMPANY FROM THE RESTRICTED LIST.
25 E. EACH PUBLIC FUND SHALL:
26 1. SELL, REDEEM, DIVEST OR WITHDRAW ALL DIRECT HOLDINGS OF A
27 RESTRICTED COMPANY FROM THE ASSETS UNDER ITS MANAGEMENT IN AN ORDERLY AND
28 FIDUCIALLY RESPONSIBLE MANNER WITHIN THREE MONTHS AFTER PREPARING THE LIST OF
29 RESTRICTED COMPANIES PURSUANT TO SUBSECTION A OF THIS SECTION. ON OR BEFORE
30 AUGUST 1 OF EACH YEAR, THE STATE TREASURER AND EACH RETIREMENT SYSTEM SHALL
31 POST ON THEIR WEBSITES A LIST OF INVESTMENTS THAT ARE SOLD, REDEEMED,
32 DIVESTED OR WITHDRAWN PURSUANT TO THIS PARAGRAPH.
33 2. NOT ACQUIRE SECURITIES OF A RESTRICTED COMPANY AS PART OF ITS
34 DIRECT HOLDINGS.
35 3. REQUEST THAT MANAGERS OF ITS INDIRECT HOLDINGS CONSIDER SELLING,
36 REDEEMING, DIVESTING OR WITHDRAWING HOLDINGS OF A RESTRICTED COMPANY FROM THE
37 ASSETS UNDER ITS MANAGEMENT.
38 F. WITH RESPECT TO ANY ACTION PERFORMED PURSUANT TO THIS SECTION, THE
39 STATE TREASURER, EACH RETIREMENT SYSTEM AND ANY PERSON ACTING ON BEHALF OF
40 THE STATE TREASURER OR THE RETIREMENT SYSTEM:
41 1. ARE EXEMPT FROM ANY CONFLICTING STATUTORY OR COMMON LAW OBLIGATION
42 OR FIDUCIARY DUTIES WITH RESPECT TO CHOICE OF ASSET MANAGERS, INVESTMENT
43 FUNDS OR INVESTMENTS.
44 2. ARE SUBJECT TO TITLE 12, CHAPTER 7, ARTICLE 2 REGARDING IMMUNITY
45 FOR ACTS AND OMISSIONS.

EXHIBIT B
HOUSE BILL 2617/CHAPTER 46
Senate Engrossed House Bill
Page 4

1 3. ARE INDEMNIFIED AND HELD HARMLESS BY THIS STATE FROM CLAIMS,
2 DEMANDS, SUITS, ACTIONS, DAMAGES, JUDGMENTS, COSTS, CHARGES AND EXPENSES,
3 INCLUDING ATTORNEY FEES, AND AGAINST ALL LIABILITY, LOSSES AND DAMAGES
4 BECAUSE OF A DECISION TO SELL, REDEEM, DIVEST OR WITHDRAW HOLDINGS OF A
5 RESTRICTED COMPANY MADE PURSUANT TO THIS SECTION.
6 G. THIS SECTION DOES NOT APPLY TO INVESTMENTS THAT ARE MADE BY THE
7 STATE TREASURER PURSUANT TO SECTION 35-314.01.
8 35-393.03. Severability
9 IF ANY PROVISION OF THIS ARTICLE OR ITS APPLICATION TO ANY PERSON OR
10 CIRCUMSTANCE IS HELD INVALID, THE INVALIDITY DOES NOT AFFECT ANY OTHER
11 PROVISION OR APPLICATION OF THIS ARTICLE THAT CAN BE GIVEN EFFECT WITHOUT THE
12 INVALID PROVISION OR APPLICATION, AND TO THIS END THE PROVISIONS OF THIS
13 ARTICLE ARE SEVERABLE.
14 Sec. 2. Legislative findings
15 A. Boycotts and related tactics have become a tool of economic warfare
16 that threaten the sovereignty and security of key allies and trade partners
17 of the United States.
18 B. The state of Israel is the most prominent target of such boycott
19 activity, beginning with the Arab League Boycott adopted in 1945, even before
20 Israel's declaration of independence as the reestablished national state of
21 the Jewish people.
22 C. Companies that refuse to deal with United States trade partners
23 such as Israel, or entities that do business with or in such countries, make
24 discriminatory decisions on the basis of national origin that impair those
25 companies' commercial soundness.
26 D. It is the public policy of the United States, as enshrined in
27 several federal acts, including 50 United States Code section 4607, to oppose
28 such boycotts, and Congress has concluded as a matter of national trade
29 policy that cooperation with Israel materially benefits United States
30 companies and improves American competitiveness.
31 E. Israel in particular is known for its dynamic and innovative
32 approach in many business sectors, and a company's decision to discriminate
33 against Israel, Israeli entities or entities that do business with Israel or
34 in Israel is an unsound business practice making the company an unduly risky
35 contracting partner or vehicle for investment.
36 F. This state seeks to implement Congress's announced policy of
37 "examining a company's promotion or compliance with unsanctioned boycotts,
38 divestment from, or sanctions against Israel as part of its consideration in
39 awarding grants and contracts and supports the divestment of State assets
40 from companies that support or promote actions to boycott, divest from, or
41 sanction Israel."

APPROVED BY THE GOVERNOR MARCH 17, 2016.

- 3 -

FILED IN THE OFFICE OF THE SECRETARY OF STATE MARCH 18, 2016.