



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**

**32**

**2. Council Meeting Date:**

July 9, 2015

**TO: MAYOR & COUNCIL  
THROUGH: CITY MANAGER**

**3. Date Prepared:** June 12, 2015

**4. Requesting Department:**  
City Manager

**5. SUBJECT:** Contract with The Shannon S. Martin Company for Janitorial Services

**6. RECOMMENDATION:** Staff recommends City Council approve Agreement No. MU5-910-3538, with The Shannon S. Martin Company for Janitorial Services, for the term of August 1, 2015 through July 31, 2016, in an amount not to exceed \$196,381, with the option to renew for four additional one-year terms.

**7. BACKGROUND/DISCUSSION:** The Municipal Utilities Department and Building and Facilities Division contract janitorial services for various buildings within their areas. The work performed under the agreement will include daily floor care, restroom cleaning, trash removal, dusting and miscellaneous cleaning duties as detailed in the contract specifications. Municipal Utilities buildings to be cleaned under this agreement are: Municipal Utilities Administration, Water Distribution, Water Treatment Plant, Water Quality Laboratory, Water Systems Maintenance, Meter Services, Wastewater Collection, Ocotillo Brine Reduction Facility, Airport and Ocotillo Water Reclamation Facilities, and Solid Waste Services. Other City buildings to be cleaned under this agreement are: Chandler City Hall, Chandler Boys and Girls Club, and the Parks and Facility Service Center.

**8. EVALUATION PROCESS:** On April 20, 2015, City staff issued a Request for Proposal for Janitorial Services. Notification was sent to all registered vendors and seventeen (17) proposals were received from the following offerors:

ISS Facility	Open Works	Octavian Security Americas
The Shannon S. Martin Company	Commercial Custodial Services	Harvard
Commercial Cleaning Systems	Beatty's Services, Inc.	Easy Clean
Bio-Janitorial Service, Inc.	Varsity Facility Services	Weavers Cleaning Specialists
WCD Enterprises, LLC	Expert Maintenance Systems, Inc.	
Goodwill of Central AZ	Management Plus	
Marsden West		

The evaluation committee reviewed all offers and recommended award of janitorial services to The Shannon S. Martin Company. The term of this agreement is August 1, 2015, through July 31, 2016, with option to renew for four additional one-year terms.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$196,381  
Savings: N/A  
Long Term Cost: N/A

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Funds:</u>
605.3840.5410.0	Water Operating	Buildings Repair & Maintenance	No	\$ 4,920.00
625.3700.5410.0	Solid Waste Operating	Buildings Repair & Maintenance	No	\$ 8,340.00
605.3800.5410.0	Water Operating	Buildings Repair & Maintenance	No	\$ 4,980.00
605.3830.5410.0	Water Operating	Buildings Repair & Maintenance	No	\$ 8,100.00
605.3850.5410.0	Water Operating	Buildings Repair & Maintenance	No	\$ 3,900.00
605.3860.5410.0	Water Operating	Buildings Repair & Maintenance	No	\$ 3,060.00
605.3880.5410.0	Water Operating	Buildings Repair & Maintenance	No	\$ 5,340.00
615.3900.5410.0	Wastewater Operating	Buildings Repair & Maintenance	No	\$ 4,920.00
616.3930.5410.0	WW Industrial Process	Buildings Repair & Maintenance	No	\$ 5,940.00
615.3960.5410.0	Wastewater Operating	Buildings Repair & Maintenance	No	\$ 14,940.00
615.3970.5410.0	Wastewater Operating	Buildings Repair & Maintenance	No	\$ 1,800.00
101.3200.5410.0	Building and Facilities	Buildings Repair & Maintenance	No	\$130,141.00
			<b>TOTAL:</b>	<b>\$196,381.00</b>

**10. PROPOSED MOTION:** Move to approve Agreement No. MU5-910-3538 with The Shannon S. Martin Company, for Janitorial Services, for the period of August 1, 2015 through July 31, 2016 in an amount not to exceed \$196,381, with the option to renew for four additional one-year terms.

**ATTACHMENT:** Agreement

**APPROVALS**

**11. Requesting Department**

*KK*

Kris Kircher, Facilities Maintenance Manager

**12. Department Head**

*Marian Norris*

Marian Norris, Assistant to City Manager

**13. Procurement Officer.**

*Raquel McMahon*

Raquel McMahon, CPPB

**14. Acting City Manager**

*Marsha Reed*

Marsha Reed

**CITY OF CHANDLER SERVICES CONTRACT  
JANITORIAL SERVICES-MUNICIPAL UTILITIES  
CONTRACT NO.: MU5-910-3538**

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and **The Shannon S. Martin Company**, an Arizona corporation, hereinafter referred to as "Contractor".

WHEREAS, Contractor represents that Contractor has the expertise and is qualified to perform the services described in the Contract.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

**1.1. Contract Administrator.** Contractor shall act under the authority and approval of the Utilities Administrator and Building & Facilities Maintenance Manager or designee (Contract Administrator), to provide the services required by this Contract.

**1.2. Key Staff.** This Contract has been awarded to Contractor based partially on the key personnel proposed to perform the services required herein. Contractor shall not change nor substitute any of these key staff for work on this Contract without prior written approval by City.

**1.3. Subcontractors.** During the performance of the Contract, Contractor may engage such additional Subcontractor as may be required for the timely completion of this Contract. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with Contractor.

**1.4. Subcontracts.** Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of City. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**2. SCOPE OF WORK:** Contractor shall provide janitorial services all as more specifically set forth in Exhibit A, attached hereto and made a part hereof by reference.

**2.1 Non-Discrimination.** The Contractor shall comply with all applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

**2.2 Licenses.** Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

**2.3 Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the City.

**2.4 Compliance with Applicable Laws.** Contractor shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

**2.4.1** The Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify, hereinafter "Contractor Immigration Warranty".

**2.4.2** A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 2.5 ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1. Records.** The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 3.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.3. New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.4. Property of City.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of City. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of City.
- 4. PRICE:**
- 4.1.** City shall pay Contractor the per-unit cost as set forth in Exhibit B, attached hereto and made a part hereof by reference.
- 4.2. Taxes.** Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Contract. City shall have no legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

- 4.3. Contractor shall be solely responsible for any and all tax obligations, which may result out of the Contractor's performance of this Contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.
- 4.4. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice. Any quantities shown are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities actually required.
- 4.5. **IRS W9 Form.** In order to receive payment Contractor shall have a current I.R.S. W9 Form on file with City, unless not required by law.
- 4.6. **Price Adjustment in Extension Terms.** All prices offered herein shall be firm against any increase for the initial five year term of the Contract. Prior to commencement of subsequent renewal terms, City may approve a fully documented request for a price adjustment. City expects that all requested price increases will be directly correlated to a necessary cost increase to Contractor that was clearly unpredictable on the date Contractor executed the Contract for the initial or earlier extension term. City shall determine whether any requested price increases for extension terms is acceptable to the City. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Contract Amendment shall be approved and executed by the Parties.
- 4.7. **Price Reduction.** Contractor shall offer City a price reduction for its services concurrent with a published price reduction made to other customers.
5. **TERM:**
- 5.1. The term of the Contract is **One (1) year**, commencing on **AUGUST 1, 2015** and terminating on **JULY 31, 2016** unless sooner terminated in accordance with the provisions herein. City reserves the right, at its sole discretion, to extend the Contract for up to Four (4) additional terms of One (1) year each. Additionally, the City may temporarily extend the contract for a period up to sixty (60) days.
6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. City reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by Contractor.
- 6.1. **Emergency Purchases:** City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.
- 6.2. **Non-Exclusive Contract:** This contract is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.
- 6.3. **Exclusive Possession:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Chandler and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
7. **CITY'S CONTRACTUAL REMEDIES:**
- 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

- 7.2. **Stop Work Order.** The City may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. **Right of Offset.** The City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by City.

## 8. **TERMINATION:**

- 8.1.1 **Termination for Convenience:** City reserves the right to terminate this Contract or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Contractor and City, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director or designee shall determine the percentage of work performed under each task detailed in the Scope of Work and the Contractor's compensation shall be based upon such determination and Contractor's fee schedule included herein.
- 8.1.2 **Termination for Cause:** City may terminate this Contract for Cause upon the occurrence of any one or more of the following events:
- 1) If Contractor fails to perform pursuant to the terms of this Contract
  - 2) If Contractor is adjudged a bankrupt or insolvent;
  - 3) If Contractor makes a general assignment for the benefit of creditors;
  - 4) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
  - 5) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Contract has been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue.

- 8.2 Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, City may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- 8.3 Gratuities.** City may, by written notice, terminate this Contract, in whole or in part, if City determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of City for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The City, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by Contractor.
- 8.4 Suspension or Debarment.** City may, by written notice to the Contractor, immediately terminate this Contract if City determines that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.
- 8.5 Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.6 No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.7 Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this Contract beyond the current fiscal year. No legal liability on the part of the City for services may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The City may reduce services or terminate this Contract without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9 FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

## **10 DISPUTE RESOLUTION:**

- 10.1. Arizona Law.** This Contract shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2. Jurisdiction and Venue.** The parties agree that this Contract is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Contract shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.1 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Contract is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees.

**11 INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Contract or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Contract, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth in the Contract will in no way be construed as limiting the scope of indemnity in this paragraph.

## **12 INSURANCE:**

### 1. General.

- A. At the same time as execution of this Contract, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- D. The City in no way warrants that the minimum insurance limits contained in this Contract are sufficient to protect Contractor from liabilities that might arise out of the performance of the Contract services under this Contract by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written Contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Contract. The Contractor is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope And Limits Of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
  - 1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
  - 2. The Contractor's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
  - 3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  - 4. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Contract.
7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Contract insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
10. By signing this Contract, the Contractor certifies it is fully aware of Insurance Requirements contained in the Contract and assures the City of Chandler that it is able to produce the Insurance coverage required.
11. Should the Contractor become unable to produce the Insurance coverage specified within ten working days, the Contractor is fully aware and understands that it may not be considered for further projects by City of Chandler.

**13 NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

**In the case of the CITY**

Contract Administrator: Municipal Utilities/Buildings & Facilities  
 Contact: Lexie Rosenfield/Kris Kircher  
 Mailing Address: \_\_\_\_\_  
 Physical Address: 975 E. Armstrong Way  
 City, State, Zip \_\_\_\_\_  
 Phone: 480-782-3802/782-2759  
 FAX: \_\_\_\_\_

**In the case of the CONTRACTOR**

Firm Name: The Shannon S. Martin Company  
 Contact: Shannon S. Martin  
 Address: 2330 W. Mission Lane, Suite 6  
 City, State, Zip Phoenix, AZ 85021  
 Phone: 602-200-8900  
 FAX: 602-200-9252  
 \_\_\_\_\_  
Shannon@shannonsmartin.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

#### 14. CONFLICT OF INTEREST:

- 14.1. No Kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in Contractor's proposal to the City.
- 14.1. Kickback Termination.** City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City 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 Contractor to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from City is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.2. No Conflict:** Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

#### 15. GENERAL TERMS:

- 15.1. Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by Contractor in performance of the Contract) shall be the sole, absolute and exclusive property of City, free from any claim or retention of right on the part of Contractor, its agents, sub-contractors, officers or employees.
- 15.2. Entire Agreement.** This Contract, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.
- 15.3. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of the City.
- 15.4. Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Contractor are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on such changes.
- 15.5. Independent Contractor.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.6. No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.7. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_ day of \_\_\_\_\_, 2015.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
Mayor

By:   
Signature

Approved as to form:

ATTEST: If Corporation

\_\_\_\_\_  
City Attorney *CA*

\_\_\_\_\_  
Secretary

ATTEST:

\_\_\_\_\_  
City Clerk

SEAL

## EXHIBIT A SCOPE OF WORK

### BACKGROUND

Contractor shall provide janitorial cleaning services for the Municipal Utility and Building & Facility locations specified herein. Contractor shall provide all labor, materials and equipment necessary to complete the tasks detailed in the specifications contained herein.

### GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

### CONTRACT ADMINISTRATOR

The term Contract Administrator for the purposes of this work statement will refer to the City of Chandler Contract Administrator or his agent assigned to work with the Contractor and his employees.

### COMMUNICATION

Contractor shall provide the Contract Administrator(s) with the contractors: phone numbers, cellular phone numbers, fax numbers, and business addresses throughout the life of the contract.

### ADDITIONAL LOCATIONS

The City of Chandler reserves the right to add or subtract to this contract as the need arises due to changes in requirements. In the event the City needs to add to this contract, the pricing for any additions to services shall be applied per the applicable contract unit costs. Any additions or subtractions to the contract shall be done via amendment and be a **MINIMUM** of thirty (30) days prior to the changes taking effect.

### SAFETY & TRAINING PROGRAM

Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.

Contractor shall submit to the City, a written safety program. This program shall include at a minimum procedures in following safe work habits, safe use of cleaning chemicals MSDS sheets and safe use of cleaning equipment.

### TOOLS & EQUIPMENT

The contractor shall furnish and maintain all equipment necessary for properly maintain the City buildings. The contractor shall provide an equipment inventory list, identifying all equipment by age and condition to provide the services required by this contract.

## HOURS OF WORK

Varies per location, see requirements below.

## GENERAL REQUIREMENTS

- a) Contractor shall provide all necessary and proper supervision and labor; cleaning products; tools; cleaning equipment; safety equipment, and vehicles to complete all services of the contract. All of the above will be approved by the Contract Administrator at all times during the life of the contract.
- b) Contractor and Contractor's Employees will complete all daily services within prescribed times given by Contract Administrator for completion. Special Project services will be performed at times that will not interfere with other city activities within the facility.
- c) All Contractor's Employees who will be providing services under the guidelines of this contract must be able to speak and understand English sufficiently enough to receive and understand directions that may be given to them by city staff working in the facility.
- d) Maintenance products and equipment will be commercial/industrial grade of types approved by the Contract Administrator.
- e) Work will be performed at times designated by the Contract Administrator or designee, per a schedule detailed herein.

## PERFORMANCE STANDARDS

The specifications listed below are the *minimum* requirements and are intended to govern, in general, the requirements desired. These requirements are not intended to replace or supersede the latest industry standards or material and equipment manufacturer's recommendations. The CITY reserves the right to evaluate variations from these specifications.

**CITY staff, as well as residents, are on premises 24-hours in some locations and therefore CONTRACTOR employees shall keep music at a minimum at all facilities at all times and ensure areas that are being cleaned, mopped, etc. are posted, when applicable.**

CONTRACTOR's employees shall be equipped with the necessary equipment to carry out the cleaning as specified. This equipment shall be available and in possession of the employee at all times while carrying out his/her duties. CITY equipment is NOT to be used.

## SCHEDULE OF SERVICE: MUNICIPAL UTILITIES ONLY

### DAILY SERVICE

1. **Hard Floors**
  - a. CONTRACTOR shall dust mop or sweep tile, terrazzo, rubber, and other hard surface floors.
  - b. CONTRACTOR shall wet mop tile, terrazzo, rubber, and other hard surface areas.
2. **Carpet**
  - a. CONTRACTOR shall vacuum ALL carpeted areas to include area rugs.
3. **Trash**
  - a. CONTRACTOR shall empty trashcans and throw away any other items marked as trash.
  - b. CONTRACTOR shall supply and change liners of trash cans when they become stained, tore, or worn. CONTRACTOR shall wipe out and clean trash cans when changing liners.

**4. Restrooms**

- a. CONTRACTOR shall sweep and mop restrooms daily, as well as clean toilets, urinals, locker room shower stalls & fixtures (where applicable), including cleaning and sanitizing stalls and fixtures inside and out; clean sinks including fixtures, counters and mirrors;
- b. CONTRACTOR shall spot clean splash marks on dividers and walls around toilets, as required;
- c. CONTRACTOR shall replenish all bathroom supplies, including urinal cakes provided by the City.
- d. CONTRACTOR shall clean rest room stall dividers and walls.

**5. General Cleaning**

- a. CONTRACTOR shall clean meeting room tables, chairs, cabinets, etc.
- b. CONTRACTOR shall clean and polish drinking fountains.
- c. CONTRACTOR shall clean counters, sinks and table/chairs in break rooms and other areas that have them.
- d. CONTRACTOR shall vacuum doormats.
- e. CONTRACTOR shall keep janitorial closet kept CLEAN, stocked and organized.
- f. For sites with staircase, CONTRACTOR shall dust/mop steps & clean glass/stainless steel railings
- g. For sites with elevator, CONTRACTOR shall dust/mop floor, wipe down interior walls & clean stainless steel doors inside & out.
- h. WITHOUT exception, CONTRACTOR shall ensure site contact keeps a daily log of activity.
- i. CONTRACTOR shall vacuum/spot clean upholstered furniture on an as needed basis.

**6. Every Two Weeks:**

- a. CONTRACTOR shall burnish main tile, terrazzo or other hard surface floors (lobbies, entryways, hallways, etc.).
- b. CONTRACTOR shall spot clean carpets and rugs where needed.
- c. CONTRACTOR shall keep all areas clean and free of all cobwebs.
- d. CONTRACTOR shall spot clean grime and marks on walls, doors, doorframes, and light switches.
- e. CONTRACTOR shall clean and polish kick plates on doors, as needed.
- f. Should CONTRACTOR employee miss an area during daily/weekly cleaning, such as a mark or handprint on a wall for example, site coordinator shall communicate to ensure it is taken care of immediately.
- g. For sites with locker rooms, CONTRACTOR shall clean front and sides of lockers and adjacent benches.
- h. CONTRACTOR shall generate a bi-weekly inventory of closet supplies for site coordinator review, and ensure all supplies are ordered and ample stock kept in closet.

**SCHEDULE OF SERVICE: MUNICIPAL UTILITIES ONLY (continued)**

**7. Every Six Months:**

- a. CONTRACTOR shall burnish other floors.
- b. CONTRACTOR shall dust and clean out light fixtures and ceiling fans.
- c. CONTRACTOR shall clean ceiling vents.
- d. CONTRACTOR shall use vacuum under desks, in corners and edges where daily vacuuming cannot reach, using equipment that can safely access those areas.
- e. CONTRACTOR shall scrub tile floors that cannot be sealed or waxed

**8. Annually:**

- a. CONTRACTOR shall dust blinds
- b. CONTRACTOR shall strip or scrub, neutralize, seal, and wax all hard floors a MINIMUM of once every year. In cases where the wear and tear is such that it may need service, CONTRACTOR shall notify Contract Administrator/designee to schedule scrubbing and top coats (2 coats minimum) of wax laid on the floor where warranted.

**Items listed with \*\* are services for which CITY may get quotes and contract out. Items have separate lines on price sheet. Price is for all carpet or upholstery at listed locations.**

**9.**

- a. \*\*Carpets shall be shampooed a MINIMUM of once every year, CONTRACTOR may provide a quote or City staff may obtain a quote for carpet shampooing at the facilities expense.
- b. \*\*Furniture upholstery shall be cleaned as needed or requested; CONTRACTOR may provide a quote or City staff may obtain a quote for upholstery cleaning as the facilities expense. Upon request the entire piece of upholstered furniture will be thoroughly cleaned

**Quality Control-Municipal Utilities:**

- a. CONTRACTOR shall have the site coordinator perform official inspections of all the areas a MINIMUM of once a month, to include walking through each facility, filling out inspection forms for each location, and going over it with the crew member who is responsible for that location. CONTRACTOR shall follow up to ensure all issues needing addressed are corrected in a timely manner.
- b. At various times in between official inspections, CONTRACTOR shall have the site coordinator perform a cursory walk through of all areas to look at specific issues.
- c. When contacted by Contract Administrator/designee with regards to a specific request or concern, CONTRACTOR shall have the site coordinator service that location immediately to respond to the issue and make any necessary corrections.
- d. CONTRACTOR shall ensure crew keeps an updated logbook for daily review/input at each location in order to keep an open line of communication between CONTRACTOR employees and CITY staff.
- e. CONTRACTOR's performance will be evaluated monthly for satisfactory service. If the performance for any required service is unsatisfactory and poor performance is clearly the fault of the CONTRACTOR, an amount of money equal to the service value will be withheld. All equipment and supplies shall be provided by CONTRACTOR. Anytime the CONTRACTOR's performance is unsatisfactory, payment will be withheld until CONTRACTOR's performance is satisfactory.
- f. **The Municipal Utilities Department shall supply consumable products such as paper goods, hand soaps, and feminine hygiene products. Contractor is responsible for supplying all cleaning supplies including but not limited to cleaning products and equipment necessary to perform the work.**

## MUNICIPAL UTILITIES LOCATIONS

**CONTRACTOR shall provide complete janitorial services as described below at the following locations:**

1. Water Treatment Plant, 1475 E. Pecos Rd., Chandler. Square Footage: Approximately 10,000 (office and work space). The facility is operated seven (7) days a week, 24 hours per day.
2. Water Systems Maintenance 1475 E. Pecos Rd., Chandler. Square Footage: Approximately 1,975 (office and work space). The facility is operated seven (7) days a week, 24 hours per day. Includes restroom located in a separate building. Approximate square footage is 800 with two restrooms: Mens (1) toilet, (1) urinal, (1) lavatory; Womens (2) toilets and (1) lavatory.
3. Water Quality Laboratory, 1475 E. Pecos Rd., Chandler. Square Footage: Approximately 3,000 (Laboratory).
4. Water Distribution Bldg "K", 975 E. Armstrong Way, Chandler. Square Footage: Approximately 5,300 (office and workspace).
5. Wastewater Collections Bldg "J", 975 E. Armstrong Way, Chandler. Square Footage: Approximately 5,300 (office and work space).
6. Municipal Utilities Administration Bldg "L", 975 E. Armstrong Way, Chandler. Square Footage: Approximately 5,300 (office and workspace).
7. Meter Services, Bldg "O", 975 E. Armstrong Way, Chandler. Square Footage: Approximately 3,500 (office and workspace).
8. Airport Water Reclamation Facility, 905 E. Queen Creek Rd., Chandler. Square footage of building is 6,043.
9. Airport Water Reclamation Thickening Bldg, 905 E. Queen Creek Rd., Chandler. Square footage of building is 1,764.
10. Airport Water Reclamation Maintenance Bldg, 905 E. Queen Creek Rd., Chandler. Square footage of building is 300.
11. Ocotillo Brine Reduction Facility, 3737 S. Old Price Rd., Chandler. Square Footage: Approximately 1,800.
12. Solid Waste Services, Bldg, 955 E. Queen Creek Rd., Chandler. Square footage of building is 5000. (Does not include 390 square feet of Administration that is excluded from this agreement).
13. Solid Waste Services HHW Restroom and Office, 955 E. Queen Creek Rd., Chandler. Square footage of building is 290.
14. Solid Waste Services Checker Station 1, 955 E. Queen Creek Rd., Chandler. Square footage of building is 177.
15. Solid Waste Services Checker Station 2, 955 E. Queen Creek Rd., Chandler. Square footage of building is 128.
16. Ocotillo Water Reclamation Facility, 3333 S. Old Price Rd., Chandler. Square footage of building is 2,148. (1<sup>st</sup> floor approximately 1,508 square feet and 2<sup>nd</sup> floor approximately 640 square feet). NOTE: Service for this facility will begin on July 1, 2015.
17. Ocotillo Brine Reduction Facility, 3737 S. Old Price Rd., Chandler. Square Footage: Approximately 3,000.

All locations will require service 40 hours per week, 8 hours per day (5 days). CONTRACTOR shall be responsible for all aspects and shall provide all equipment and supplies necessary to comply with the requirements listed below. All work shall be performed in a workmanlike manner and up to the highest standards of the industry. It is expressly understood by CONTRACTOR that the intent of this agreement is to supply complete janitorial service for the locations listed above.

The Laboratory in the Water Treatment Plant Building shall also be included as part of this agreement. The Laboratory shall only require WET MOPPING. The counters tops are not to be cleaned. Cosmetic appearance is included in the agreement (i.e., trash removal, cleaning of windows).

The Control Room, Vestibule, and Computer Equipment Room, in the Water Treatment Plant building, shall only require damp mopping. The counter tops are not to be cleaned. Cosmetic appearance is included in the agreement (i.e., trash removal, cleaning of windows).

Page 16 of the solicitation, item 8a "Contractor shall vacuum/spot clean upholstered furniture" is hereby changed from Annual service and is instead to be performed "**on an as needed basis.**" The intention is for upholstered furniture to be vacuumed and any visible spots to be cleaned at the request of City staff. Cost to perform this service shall be included on the line item for each location's monthly/annual cost.

Item 9a on page 16, "Furniture upholstery shall be cleaned as needed or requested". The intention here is that upon request the **ENTIRE** piece of upholstered furniture will be thoroughly cleaned. The exact quantity of upholstered furniture at each location is unknown, therefore Contractor shall provide cost to perform this service on the table attached. Item 15 on the price sheet, page 21 is hereby deleted and is replaced by the table below.

#### **BUILDING AND FACILITIES DIVISION LOCATIONS AND REQUIREMENTS**

CONTRACTOR shall provide complete janitorial service as described below at the following locations.

**1. Chandler City Hall 175 S. Arizona Ave.** Total custodial sqft. 137,692 Consists of four buildings (Tower/Vision Gallery 98,774sqft, Council Chambers/Studio 19,714 sqft, Neighborhood Svcs/Housing 12940sqft, CAPA Print 6,262) Hours of Cleaning 5:00pm-1:30am. Monday –Friday. Minimum of 24 man hours per night required.

**2. Chandler Boys and Girls Club, 300 E. Chandler Blvd.** Total custodial sqft 22,000. Does not include cleaning both gymnasium and kitchen. Hours of cleaning, 9:00pm-1:30am. Monday –Friday.

**3. Park and Facility Service Center, 650 E. Ryan Rd.** Total custodial sqft 8800. Hours of cleaning 5:00pm-9:30pm. 5:30pm-11:00pm. Monday-Friday.

**The following are ADD ALTERNATE ITEMS** (Funds available the City intends to include this site as a serviced location, however if funds do not permit the City reserves the right to remove these locations).

**4. Community Center Building, 125 E. Commonwealth.** Total custodial sqft 37,621. Includes office space, classrooms, multi-purpose rooms, bathrooms, Excludes kitchen. Work Hours 5:00pm-1:30am Monday-Friday.

**1. Chandler Airport and Terminal, 2380 S.Stinson.** Total custodial sqft 9500. Consists of terminal (5700sqft) and tower (3800sqft). Hours of cleaning. 9:00pm-1:30am, Monday –Friday – custodial cleaning throughout both terminal and tower. Saturday and Sunday, custodial cleaning is only employee restroom, lobby, lobby restrooms, pilot areas and top two floors of the tower

CONTRACTOR shall be responsible for all aspects of custodial cleaning and shall provide all equipment necessary to comply with the requirements listed. All work shall be performed in a workmanlike manner and up to the highest standards of the industry. It is expressly understood by CONTRACTOR that the intent of this agreement is to supply complete janitorial service for the locations listed above.

**SQUARE FOOTAGE CLARIFIED WITH FLOORING TYPE**

<b>Building &amp; Facilities</b>	<b>Carpet</b>	<b>Hard Surface</b>	<b>Mech/Electrical Rooms/Storage Not Cleaned</b>	<b>Studio Not Cleaned</b>	<b>Total SQFT</b>
<b>City Hall</b>					
Tower	66694	23500	3050	5500	98744
Council Chambers	12714	1500	5500		19714
Neighborhood Services	11140	900	900		12940
CAPA Print	250	5712	300		6262
Boys and Girls Club	14300	5000	2700		22000
Park And Facility Svc	4700	3150	950		8800

<b>MUNICIPAL UTILITY LOCATIONS</b>	<b>TILE (sq ft)</b>	<b>CARPET (sq ft)</b>
Water Treatment Plant	8,000	2,000
Water Systems Maintenance		1,975
Water Systems Maintenance Restroom (new joint building shared w/Police)	800	0
Water Quality Laboratory	3,000	0
Water Distribution Bldg "K"	1,175	4,125
Wastewater Collections Bldg "J"	300	5,000
Municipal Utilities Administration Bldg "L"	1,010	4,290
Meter Services Bldg "O"	3,500	0
Airport Water Reclamation Facility	6,043	0
Airport Water Reclamation Thickening Bldg	1,764	0
Airport Water Reclamation Maintenance Bldg.	300	0
Solid Waste Services – Admin. Bldg.	1,000	4,000
Solid Waste Services – HHW Restroom and Office	290	0
Solid Waste Checker Station 1	177	0
Solid Waste Checker Station 2	128	0
Ocotillo Water Reclamation Facility	2,148	0
Ocotillo Brine Reduction Facility	3,000	0

## **SCHEDULE OF SERVICE: BUILDING AND FACILITIES ONLY**

### **I. Daily Service:**

#### **A. Hard Floors**

1. THE CONTRACTOR shall dust mop or sweep tile, terrazzo, concrete and other hard surface floors.
2. THE CONTRACTOR shall wet mop tile, terrazzo, concrete and other hard surface areas.

#### **B. Carpet**

1. THE CONTRACTOR shall vacuum carpeted areas.
2. THE CONTRACTOR shall vacuum door mats if applicable.

#### **C. Trash**

1. THE CONTRACTOR shall empty trashcans and throw away any other items marked as trash.
2. THE CONTRACTOR shall change liners of trashcans when they become stained, tore, or worn.
3. THE CONTRACTOR shall wipe out and clean trashcans when you change the liners if needed.
4. THE CONTRACTOR shall check and empty paper shredders as needed.
5. THE CONTRACTOR shall empty public areas recycling containers.

#### **D. Restrooms**

1. THE CONTRACTOR shall empty trash cans & other receptacles.
2. THE CONTRACTOR shall replenish supplies, including urinal screens if applicable.
3. THE CONTRACTOR shall clean the inside of toilet bowls.
4. THE CONTRACTOR shall clean the outside of toilets and urinals (including fixtures), checking and spot cleaning stall walls and wall behind toilet as needed, and dusting the top of shower stall walls as needed.
5. THE CONTRACTOR shall clean and sanitize shower stalls and fixtures if applicable.

## **SCHEDULE OF SERVICE: BUILDING AND FACILITIES ONLY (continued)**

### **Daily Service Restrooms (continued):**

6. THE CONTRACTOR shall clean sinks, fixtures, counters, mirrors.
7. THE CONTRACTOR shall clean paper towel, toilet paper, and other dispensers.
8. THE CONTRACTOR shall sweep and mop rest room floors.

#### **E. General Cleaning, Other Daily Duties**

1. THE CONTRACTOR shall clean and polish drinking fountains.
2. THE CONTRACTOR shall clean counters and sinks in break rooms, coffee areas, and other areas that have them. Clean tables and chairs in break rooms. Replenish paper towels.
3. THE CONTRACTOR shall clean glass in doors.
4. THE CONTRACTOR shall clean meeting room tables and counters.
5. THE CONTRACTOR shall keep the janitorial closet clean, stocked and organized.
6. THE CONTRACTOR shall clean the inside of elevators: walls, door, sweep and mop floor; and clean outside of door.
7. THE CONTRACTOR shall Sweep and mop staircases and landings, and wipe down handrails.

## II. Every Week to Two Weeks:

- A. THE CONTRACTOR shall burnish main tile/terrazzo or other hard surface floors (lobbies, entryways, hallways, etc.).
- B. THE CONTRACTOR shall spot clean carpets and rugs where needed.
- C. THE CONTRACTOR shall clean cobwebs upon notice.
- D. THE CONTRACTOR shall spot clean grime and marks on walls, doors, doorframes, handrails, and light switches as needed.
- E. THE CONTRACTOR shall clean and polish kick plates on doors as needed.
- F. THE CONTRACTOR shall clean rest rooms stall dividers and walls.
- G. For sites with locker rooms THE CONTRACTOR shall dust the tops, clean the front and sides, and clean the benches.
- H. If the CONTRACTOR'S employees miss something during daily/weekly cleaning, such as a mark or handprint on a wall for example, the site coordinator shall communicate this so that it is taken care of during the next shift.
- I. THE CONTRACTOR shall ensure supplies are ordered, so an ample supply is kept on hand.

## III. Monthly:

- A. THE CONTRACTOR shall dust furniture, file cabinets, work tables, side tables and other surfaces beside personal desks. Do not move personal items or work equipment.
- B. THE CONTRACTOR shall dust door frames, window frames, window ledges, and picture frames.

## IV. Every Six Months:

- A. THE CONTRACTOR shall burnish floors other than those mentioned in II. A.
- B. THE CONTRACTOR shall dust and clean out those light fixtures that show the need.
- C. THE CONTRACTOR shall clean ceiling vents.
- D. THE CONTRACTOR shall vacuum under desks where there are cords, in corners and edges where daily vacuuming cannot reach, using equipment that can safely access those areas.
- E. THE CONTRACTOR shall dust blinds that are accessible.

## Quality Control-Building & Facilities:

- g. The CONTRACTOR will have the site coordinator perform official inspections of all the areas once a month, walking through, filling out inspection forms for each area, and going over it with the crew member who is responsible for that area, and following up with any issues that need to be addressed or corrected.
- h. At various times in between official inspections the CONTRACTOR will have the site coordinator perform a cursory walk through of an area, or walk through to look at specific issues.
- i. When contacted by the Contract Administrator/designee about a request or concern, the CONTRACTOR will have the site coordinator address the issue in a timely manner making any necessary corrections.
- j. The CONTRACTOR's performance will be evaluated monthly for satisfactory service. If the performance for any required service is unsatisfactory and poor performance is clearly the fault of the CONTRACTOR, an amount of money equal to the service value will be withheld until CONTRACTOR's performance is satisfactory.
- k. The CONTRACTOR shall supply their own equipment.
- l. **The City of Chandler will supply cleaning chemicals and consumable supplies (paper products, trash liners, etc.).** The CONTRACTOR's site coordinator/designee will communicate and coordinate with the Contract Administrator/designee concerning the type and quantity of the needed supplies. The Contract Administrator/designee will deliver the supplies to each facility.

**EXHIBIT B  
PRICING**

Prices listed include all applicable taxes and any additional fees necessary to perform the work specified.

**MUNICIPAL UTILITIES JANITORIAL SERVICES**

ITEM #	DESCRIPTION	# Of MONTHS	PRICE Per MO	EXTENDED PRICE
1.	Water Treatment Plant Bldg	12	\$ 675.00	\$ 8100.00
2.	Water Systems Maintenance Bldg	12	\$ 255.00	\$ 3060.00
3.	Water Quality Laboratory	12	\$ 325.00	\$ 3900.00
4.	Water Distribution Bldg K	12	\$ 415.00	\$ 4980.00
5.	Wastewater Collection Bldg J	12	\$ 410.00	\$ 4920.00
6.	Municipal Utilities Admin Bldg L	12	\$ 410.00	\$ 4920.00
7.	Meter Services, Bldg O	12	\$ 445.00	\$ 5340.00
8.	Airport Water Reclamation Facility	12	\$ 795.00	\$ 9540.00
9.	Airport Water Reclamation Thickening Bldg	12	\$ 275.00	\$ 3300.00
10.	Airport Wastewater Reclamation Maintenance Bldg	12	\$ 175.00	\$ 2100.00
11.	Ocotillo Brine Reduction Facility	12	\$ 495.00	\$ 5940.00
12.	Solid Waste Services Bldg	12	\$ 695.00	\$ 8340.00
13.	Ocotillo Water Reclamation Facility	12	\$ 150.00	\$ 1800.00

**MUNICIPAL UTILITIES**

Furniture and Upholstery Cleaning

Description	Estimated Quantity	Unit Price	Extended Cost
Small Upholstered Office Chair	200	\$ 7.00	\$ 1400.00
Upholstered Bench	5	\$ 10.00	\$ 50.00
Large Upholstered Office Chair	200	\$ 12.00	\$ 2400.00
Upholstered Couch	5	\$ 25.00	\$ 125.00

**MUNICIPAL UTILITIES**

Price to shampoo carpet at each location on an annual basis (one time).

ITEM #	DESCRIPTION	PRICE
1.	Water Treatment Plant Bldg	\$ 240.00
2.	Water Systems Maintenance Bldg	\$ 237.00
3.	Water Distribution Bldg K	\$ 495.00
4.	Wastewater Collection Bldg J	\$ 600.00
5.	Municipal Utilities Admin Bldg L	\$ 514.00
6.	Solid Waste Services Bldg	\$ 480.00

**BUILDING AND FACILTIES LOCATIONS JANITORIAL SERVICES**

ITEM #	DESCRIPTION	# Of MONTHS	PRICE Per MO	EXTENDED PRICE
1.	Chandler City Hall	12	\$ 8100.00	\$ 97,200.00
2.	Chandler Boys and Girls Club	12	\$ 1450.00	\$ 17,400.00
3.	Park and Facility Service Center	12	\$ 750.00	\$ 9000.00