

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ISS FACILITY SERVICES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Glendale, an Arizona municipal corporation (the "City"), and ISS Facility Services, Inc., a Delaware corporation authorized to do business in Arizona, ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On October 1, 2013, under the S.A.V.E. Cooperative Purchasing Agreement, the Town of Marana entered into a contract with Contractor to purchase the goods and services described in the Janitorial Services Agreement, Agreement No. 2013-022 4540 JANSER ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was October 1, 2013, until the date the contract expires on September 30, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond September 30, 2018. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until September 30, 2017. The City Manager or designee, however may renew the term of this

Agreement for 1 one-year period until the Cooperative Purchasing Agreement expires on September 30, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed seven hundred thousand dollars (\$700,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Vern Baker  
6210 W. Myrtle Avenue, Suite 111  
Glendale, Arizona 85301  
623-930-2679

and

ISS Facility Services, Inc.  
c/o Karon Smedley  
1215 W. Rio Salado Parkway  
Tempe, AZ 85281-2954  
602-222-2555

with copy to  
ISS Facility Services, Inc.  
c/o Legal Department  
1019 Central Parkway North, Ste. 100  
San Antonio, Texas 78232  
legal.department@us.isswork.com

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

"City"

City of Glendale, an Arizona  
municipal corporation

By: \_\_\_\_\_

Kevin R. Phelps  
City Manager

"Contractor"

ISS Facility Services, Inc.,  
a Delaware corporation

By: \_\_\_\_\_

Name: ~~Karon Smedley~~ MARK A. COBB

Title: ~~Vice President, West Region~~ VP FINANCE

ISS FACILITY SERVICES INC.

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ISS FACILITY SERVICES, INC.**

**EXHIBIT A**

Town of Marana Agreement Number 2013-022 4540 JANSER  
Janitorial Services



TOWN OF MARANA, ARIZONA  
FINANCE DEPARTMENT  
11555 WEST CIVIC CENTER DRIVE  
MARANA, AZ 85653

## GENERAL SERVICES AGREEMENT

Agreement Number: **2013-022 4540 JANSER**

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and ISS FACILITY SERVICES, INC., a Delaware corporation (the "Contractor"), for the purpose of providing janitorial services to the Town. The Town and the Contractor are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

### Article 1. SCOPE OF WORK

1.01. On August 2, 2013, the Town issued a "Request for Statement of Proposals of Contractors Interested in Performing Janitorial Services for the Town of Marana" (the "Janitorial RFSOP"). The services to be performed by the Contractor under this Agreement shall be as described in this Agreement and as set forth in the following:

1.01.01. The Janitorial RFSOP (and in particular, but not by limitation, the section entitled "Janitorial Service Requirements" and Addendum No. 1 and Addendum No. 2 to the Janitorial RFSOP, which are together attached as **Exhibit A** to this Agreement.

1.01.02. The Contractor's August 21, 2013 proposal in response to the Janitorial RFSOP, attached as **Exhibit B** to this Agreement (the "Contractor's Proposal").

### Article 2. TERM

\* 2.01. This Agreement shall be effective for an initial two-year term beginning on October 1, 2013 and ending on September 30, 2015.

\* 2.02. The Town, at its sole discretion, acting through its Finance Director, may renew this Agreement for up to three consecutive one-year periods on the same terms as set forth in this Agreement, by executing a written amendment setting forth the renewal term signed by the Finance Director and the Contractor.

2.03. Before each of the three one-year extension periods, the Contractor may request revisions to the fee schedule, **Exhibit C**, for the extension period to address increased costs, market conditions, demand, and the like. If the Town refuses to agree to modify

the fee schedule, the Contractor's sole remedy is to terminate this Agreement at the end of the then-current term (see section 7.02 below).

2.04. The term of this Agreement, including all renewals, shall not exceed five years.

### Article 3. RELATIONSHIPS

3.01. In the performance of the services described in this Agreement, the Contractor shall act solely as an independent contractor, and nothing expressed or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent, or to create a joint venture between the Town and the Contractor.

3.02. The Contractor shall report to and coordinate duties with Brendan O'Connor, Facilities and Asset System Superintendent (the "Town Representative").

3.03. Under the direction of and in coordination with the Town Representative, the Contractor shall work cooperatively with Town staff, officials, boards, commissions, and committees, and with any other agency, organization or individual the Town Representative deems necessary to complete the services described in Article 1 (Scope of Work) of this Agreement.

3.04. All notice requests and authorizations provided for in this Agreement shall be in writing and shall be delivered or mailed, addressed as follows:

Town: TOWN OF MARANA  
Attention: Ryan Benavides  
Interim Public Works Director  
Address: 5100 W. Ina Road  
Tucson, Arizona 85743

With a copy to:  
TOWN OF MARANA  
Attn: Finance Director  
11555 W. Civic Center Drive  
Marana, Arizona 85653

Contractor: ISS FACILITY SERVICES, INC.  
Attention: Howard Korn  
General Manager  
Address: 3860 S Palo Verde Road, Suite 308  
Tucson, Arizona 85714

### Article 4. LIMITATION OF ASSIGNMENT

4.01. For purposes of the work and services performed under this Agreement and the obligations and requirements imposed on the Contractor pursuant to this Agreement, the term "Contractor" shall include the Contractor, Contractor's staff, all subcontractors identified in the Contractor's Proposal, and all other persons working at the Contractor's request or direction as permitted by this Agreement.

4.02. The work and services provided for in this Agreement shall be performed by the Contractor, except as otherwise provided in this Article or approved in writing by the Town Representative and the Finance Director.

4.03. Secretarial, clerical, and similar incidental services needed to assist the Contractor in performance of this Agreement are not subject to the limitations of section 4.01 above.

4.04. Neither this Agreement nor any interest or rights under this Agreement may be assigned or transferred by the Contractor without the express written consent of the Finance Director.

#### Article 5. WORK PRODUCT

5.01. All of the Contractor's "Work Product" (including without limitation all reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description) prepared in connection with or relating to the services described in this Agreement and in completion of it, shall be the property of the Town, and shall not be disclosed to third parties without the express written consent of the Town Representative.

5.02. Except with the express written consent of the Town Representative, the Contractor shall not publish any results of scientific, technical or general interest originating from or existing by virtue of this Agreement in, or by means of, journals, magazines, newspapers, radio broadcasts, or other media of communication.

#### Article 6. INVOICES AND PAYMENT

6.01. Except as otherwise agreed to in a written amendment to this Agreement signed by the Parties, the Contractor shall charge the rates set forth on the fee schedule, **Exhibit C**, for all services and work performed by the Contractor under this Agreement.

6.02. The Contractor shall not submit an invoice covering the cost of services, and the Town shall not be financially obligated to pay the Contractor for services, unless and until the Town's Finance Department has issued a Purchase Order for the services.

6.03. The Town's financial obligation for the Contractor's performance of services shall not exceed the amount of the Purchase Order, as it may be amended from time to time.

6.04. The Contractor shall submit to the Town Representative for processing and payment a monthly invoice for services performed under this Agreement, and each invoice shall include:

6.04.01. The days when the work and services were performed, in the form specified in section E (1) of Exhibit A.

6.04.02. Reference to Town tracking numbers, including Purchase Order numbers, authorizing payment for the work and services addressed by the invoice.

6.05. The Contractor shall be liable for all taxes applicable to the proceeds received by the Contractor under this Agreement. The Town shall not withhold or pay federal, social security, or state income taxes or worker's compensation out of the proceeds payable by the Town under this Agreement, unless duly ordered to do so by a court or other government authority with jurisdiction.

6.06. Except as otherwise set forth in this Article, the Town shall pay the Contractor within 30 days after the Town Representative approves the Contractor's invoice or any portion of it.

6.07. The Town may withhold final payment for services until the Town is satisfied that the Contractor has complied with all the obligations specified in this Agreement related to the services, as set forth in section E(2) of Exhibit A.

6.08. Any rework required by the Town to satisfy the requirements or performance of this Agreement shall be at the sole expense of the Contractor, as set forth in section E (3) of Exhibit A.

#### Article 7. TERMINATION AND BREACH

7.01. The Contractor may terminate this Agreement upon not less than 15 days written notice to the Town Representative and the Finance and Purchasing Director if the Town fails to perform its obligations under this Agreement through no fault of the Contractor.

7.02. The Contractor may at its option terminate this Agreement at the end of the initial two-year term, or at the end of the first or second one-year extension, if the Town does not agree to modify the fee schedule, Exhibit C, for the renewal period (see section 2.03 above).

7.03. The Town may terminate this Agreement with or without cause upon 15 days written notice to the Contractor.

7.04. This Agreement may be terminated if for any reason the Town Council does not appropriate sufficient funds for the purpose of maintaining this Agreement.

7.05. Upon termination, the Town shall have no further obligation to the Contractor, other than for payment of acceptable services rendered prior to termination.

7.06. Either Party may pursue any remedies available to it for the breach of this Agreement, and no right or remedy is intended to be exclusive of any other right or remedy existing at law or at equity or by virtue of this Agreement.

#### Article 8. INDEMNIFICATION

The Contractor agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from the Contractor's errors, intentional, or negligent acts in the performance of services pursuant to this Agreement.

#### Article 9. INSURANCE

9.01. Except as otherwise provided in this Article, the Contractor and any subcontractor who performs any work for the Contractor under this Agreement shall maintain insurance with carriers acceptable to the Town throughout the term of this Agreement with the following required minimum coverages and limits:



Workers' Compensation	Statutory
Employer's Liability	U.S. \$100,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$2,000,000 aggregate
Business Auto Liability	U.S. \$1,000,000 combined single limit

9.02. The Contractor shall deliver one or more certificates of insurance evidencing coverage as described in this Article, including coverage required of any subcontractor, to the Town upon execution of this Agreement, prior to commencing any work pursuant to this Agreement. The Contractor shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to: Town of Marana, Attn: Contract Administration, Finance Department, 11555 W. Civic Center Drive, Marana, Arizona 85653.

9.03. The Town shall be named as an additional insured on the commercial general liability insurance policies required by section 9.01. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of the Contractor or any subcontractor. The Contractor shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by section 9.02 above. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and the applicable policy number shall be included on the endorsement.

9.04. The certificate(s) shall also stipulate that the insurance afforded the Contractor and any subcontractor shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by the Contractor or subcontractor. Coverage provided by the Contractor or subcontractor shall be primary insurance with respect to all other available sources.

9.05. Notwithstanding the requirements set forth in section 9.01 above, if any subcontractor is a sole proprietor without employees, the subcontractor is not required to maintain or provide proof of workers' compensation or employer's liability coverage, provided that the subcontractor executes a waiver in accordance with A.R.S. § 23-961(P). Any such executed waiver shall be attached to this Agreement and incorporated in and fully made a part of this Agreement by this reference.

9.06. The coverage requirements specified in this Article may not be changed or modified except by written agreement signed by all Parties.

9.07. The Contractor shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this Article. The Contractor shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this Article. Cancellation or reduction of any coverage required by this Article is grounds for termination of this Agreement by the Town.

#### Article 10. MISCELLANEOUS PROVISIONS

10.01. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

10.02. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

10.03. If any provision of this Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

10.04. This Agreement may not be changed or modified except by written agreement signed by all Parties.

10.05. All exhibits referenced in and attached to this Agreement are incorporated in and fully made a part of this Agreement by reference.

10.06. The Contractor shall comply with all federal and state equal opportunity laws, orders and regulations and shall not discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sex, disability, national origin, marital status, veteran status, or sexual orientation.

10.07. The Contractor warrants that it, and any subcontractor who performs any work for the Contractor under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). The Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

10.07.01. The Contractor shall advise each subcontractor of the Town's rights, and the subcontractor's obligations, under this section by including a provision in each subcontract substantially in the following form:

"The subcontractor hereby warrants that it will at all times during the term of this agreement comply with all federal immigration laws applicable to the subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). The subcontractor further agrees that the Town may inspect the subcontractor's books and records to insure that the subcontractor is in compliance with these requirements. Any breach of this paragraph by the subcontractor will be deemed to be a material breach of this agreement subjecting subcontractor to penalties up to and including suspension or termination of this agreement."

10.07.02. If a subcontractor's subcontract is suspended or terminated, the Contractor shall either self-perform the service under the subcontract or retain a replacement subcontractor.

10.07.03. Any additional costs attributable directly or indirectly to remedial action under this section shall be the responsibility of the Contractor.

10.08. Neither Party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

10.09. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last Party's signature date below.

The "Town":  
THE TOWN OF MARANA,  
an Arizona municipal corporation



for Erik Montague  
Finance and Purchasing Director

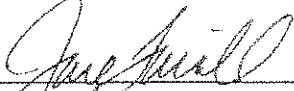
10/21/13

Date

ATTEST:

Jocelyn Bronson  
Jocelyn Bronson, Town Clerk

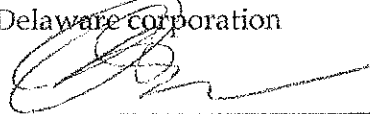
APPROVED AS TO FORM:



for Frank Cassidy, Town Attorney

The "Contractor":

ISS FACILITY SERVICES, INC.,  
a Delaware corporation



Howard Korn  
General Manager

10/11/13

Date

Federal I.D.#: 06-1585248

#### LIST OF EXHIBITS

- Exhibit A: The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2 to the Janitorial RFSOP
- Exhibit B: The Contractor's August 21, 2013, proposal in response to the Janitorial RFSOP
- Exhibit C: The Contractor's and subcontractor's schedules of billing rates

Exhibit A  
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2  
to the Janitorial RFSOP  
Pages 8 - 36

**TOWN OF MARANA**

**REQUEST FOR PROPOSALS # 2013-022**

**Janitorial Services**

Issue Date: August 2, 2013

**Submit Proposals to:**

**Town of Marana Clerk's Office  
11555 W. Civic Center Dr., Bldg A3  
Administration Bldg.  
Marana, AZ 85653**

**By August 21, 2013  
4:00 P.M. Local Time**

**Pre-Proposal Conference August 12, 2013, 9:00 AM  
Marana Operations Center  
5100 W. Ina Rd.  
Marana, AZ 85743**

This solicitation is available on the Town's Web Site at [www.marana.com](http://www.marana.com) under  
Businesses --Bid Postings..

Advertising Dates: August 6 and August 8, 2013

Exhibit A  
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2  
to the Janitorial RFSOP  
Pages 8 - 36

**Pre-Proposal Conference**

Respondents are strongly encouraged to carefully read the entire RFP prior to the pre-proposal conference.

There will be a Pre-Proposal Conference on **August 12, 2013, 9:00 AM at the Marana Operations Center (MOC), 5100 W. Ina Rd, Marana, AZ 85653**. The purpose of the Pre-Proposal Conference will be to allow potential proposers to familiarize themselves with the physical locations and to ask any questions related to the project. From the MOC, a walk-through of facilities will be led by town staff. For driving transportation, participants will be responsible for their own arrangements.

Proposers will be admitted to inspect these facilities only at the time of the Pre-Proposal Conference.

Please RSVP to [mglasson@marana.com](mailto:mglasson@marana.com) by 1:00 p.m. August 9, 2013 or fax to 520-382-1902.

Remarks, comments, or answers to questions expressed during the Pre-Proposal Conference are unofficial and do not modify any provision of the RFP unless subsequently confirmed in an RFP Addendum.

**Award of Contract**

The contract will be awarded to the Proposer or Proposers whose offer is deemed most advantageous to the Town of Marana. Unless otherwise indicated in the Request for Proposals, the Town of Marana reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of the Town of Marana. The Town of Marana reserves the right to award the contract to more than one Proposer. The Town may ask for additional information from any or all proposers during the evaluation process. Failure to promptly respond to any such request may be grounds for immediate rejection of that proposal. The Town will use all relevant information in determining the proposal most advantageous to the Town. The Town reserves the right to reject any or all proposals, to waive any informality in any proposal, and to negotiate with Proposers to reach Best and Final Offers.

Exhibit A  
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2  
to the Janitorial RFSOP  
Pages 8 - 36

**Evaluation Criteria**

The following evaluation criteria will be used to determine which Proposer(s) is (are) selected:

**Cost.**

**Capabilities, assets, and resources available to perform the contract work.**

**Successful history of providing janitorial services for similar customers.**

**Conformance with RFP terms and conditions.**

<b>SCOPE OF WORK</b>
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**A. Description of Work**

The Town of Marana is soliciting proposals from qualified firms to perform janitorial services for various buildings within the Town. Proposers will propose a "plan that will deliver the highest level of service, quality and value to the Town of Marana."

**B. Work Location and Schedule**

The inventory of buildings is indicated in EXHIBIT I – INVENTORY OF BUILDINGS.  
See Pages 8-9

**C. Janitorial Service Requirements**

1. Perform all work in a professional workmanlike manner meeting the minimum industry standards for quality and service and maintain compliance with OSHA regulations at all times with respect to Contractor's equipment and chemicals.
2. Police Dept. will be cleaned five (5) times per week; Municipal Court will be cleaned five (5) times per week; Marana Administration (Marana Municipal Complex) will be cleaned five (5) times per week; Marana Operations Center will be cleaned five (5) times per week; Community Room Modular and Public Works Modulares will be cleaned five (5) times per week; Men's and Woman's Locker Building will be cleaned five (5) times per week; Parks Admin. Building will be cleaned five (5) times per week; Recreation Center will be cleaned five (5) times per week.

Exhibit A  
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2  
to the Janitorial RFSOP  
Pages 8 - 36

3. Signs and Traffic Signal Office Fleet Services Office, TS MOC Office, Old Yard Bathroom and Facilities MMC Office will be cleaned two (2) times per week:

Contractor will provide the following services on a **daily** basis:

- a. Sweep and mop all tile floors.
- b. Vacuum all carpeted floors in managers office area and executive board room
- c. Clean all interior mirrors and fixtures.
- d. General janitorial cleaning of offices.
- e. All waste baskets emptied and trash removed to dumpster on site.
- f. Replace all toiletries & paper products using supplies provided by Town.
- g. Kitchens and sink areas shall be cleaned and sanitized.
- h. Bathrooms shall be cleaned and sanitized.

4. Vacuum all remaining carpet **three** times a week in all buildings

5. Contractor shall provide the following services on a **weekly** basis:

- a. Desk, counter, table, and equipment surfaces shall be dusted.
- b. Carpets shall be spot cleaned to remove spots.
- c. Fingerprint soil shall be removed from door jambs, wall corners, etc.
- d. Cobwebs shall be removed from ceilings/corners.
- e. Clean all interior windows

6. Contractor shall clean all entryway glass inside and outside, on a **daily** basis.

7. **Quarterly:** strip, seal and wax rubberized flooring in the Dispatch Call Center.

8. **Yearly:** strip, seal and wax VCT flooring in the break rooms, kitchens, bathrooms and Offices.

9. Contractor shall supply equipment, chemical cleaning supplies, mops, & cleaning linens, except in the case of the Recreation Center which supplies own chemicals.

10. The Town shall provide all toiletries, trash liners, and paper products.

11. All Vacuuming performed in the Administration Building shall be completed prior to 8:00 a.m. or started after 5:00 p.m. Monday through Friday.

**D. Equipment Requirements**

The Proposers proposal shall describe the equipment to be assigned to this project – include year, make, and model. This information will be considered when the Town evaluates Proposers' proposals. Equipment shall also be subject to inspection and approval prior to award of contract. See Equipment List, Section 1.

Exhibit A  
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2  
to the Janitorial RFSOP  
Pages 8 - 36

**E. Payment Requirements And Term**

**1. Records**

The Contractor shall keep a daily record showing the name of building cleaned, supervisor's name, staff's names, and CONTRACT NUMBER. The daily records shall be delivered to Brendan O'Connor (Facilities and Asset System Superintendent) on a monthly basis. These records are a requirement for payment. Invoices received without the daily schedule will not be paid.

**2. Work Measurement**

The work shall be measured by the Building. Payment will not be made for any part of a Building that is not completed. The Town shall perform inspections promptly after work completion to ascertain Contractor's compliance with contract requirements. Repeat work necessary due to unsatisfactory performance will be the responsibility of the contractor, and no additional compensation will be paid by the Town.

**3. Unsatisfactory Performance**

If the contractor fails to perform within the requirements and standards of this RFP and any resulting contract the Town may exercise the following options:

- a. The Town may perform the work.
- b. Contract the re-work to another contractor.
- c. Terminate any resulting contract for non-performance.

In the event any of the above actions are performed, the contractor shall be responsible for any and all costs plus 10%. In the event the contract is terminated the contractor shall be liable and responsible for 100% of all re-procurement costs including the difference in contract costs.

**4. Term**

It is the intent of the Town to award a two (2) year contract with up to three (3) one-year extensions for a total of five (5) years. Any extension shall be by a formal change to any contract and based on prior years performance. After two years the contractor may request a price adjustment. Any price adjustment will be evaluated by the Finance Department and a determination made as to appropriateness.

**F. Other Considerations**

1. Prior to commencement of work the firm selected will be required to:
  - a. Provide a copy of Contractor's Town of Marana Business License;
  - b. Provide an insurance certificate naming The Town of Marana as an **additional insured** in the amount as stated in the Contract, included herein.



Exhibit A  
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2  
to the Janitorial RFSOP  
Pages 8 - 36

- c. Provide proof of ability to legally work in the United States for each employee whether assigned to this contract or not.
  - d. Execute the contract, a sample of which is included herewith.
2. The Town of Marana reserves the right to:
  - a. Cancel this solicitation.
  - b. Reject any and all proposals.
  - c. Select the offeror's proposal that, in its judgment, best will meet The Town of Marana's needs, regardless of any differences in estimated project costs between that offeror and all others.
  - d. Negotiate a contract that covers selected parts of a proposal or a contract that will be interrupted for a period, or terminated for lack of funds.

**EXHIBIT I – INVENTORY OF BUILDINGS**

**NOTE:** PLEASE **DO NOT** VISIT THESE FACILITIES INDEPENDENTLY OF THE  
PRE-PROPOSAL WALK-THROUGH ON August 12, 2013 at 9:00 A.M.

**A. Marana Municipal Complex: 11555 W. Civic Center Drive, Marana, AZ 85653**

1. Administration: Approximately 57,000 sq. ft. 3 floors, 2 large public restrooms, 7 smaller restrooms, 3 kitchen areas, 4 kitchenette areas w/ small sinks.  
*(This facility cleaned 8:00 a.m. – 5:00 p.m. Five Days Per Week [Mon thru Fri])*
2. Marana Police Department: 11555 W. Civic Center Drive, Marana, Arizona 85653  
Approximately 32,500 sq. ft., 2 floors, 2-3 stall restrooms, 1 handicap restroom, 2 4-stall, locker rooms with showers, 1 full kitchen and 1 kitchenette  
*(This facility cleaned 8:00 a.m. – 5:00 p.m. Five Days Per Week [Mon thru Fri])*
3. Marana Municipal Court: 11555 W. Civic Center Drive, Marana, Arizona 85653  
Approximately 9,517 sq. ft. 1 floor, 3 single restrooms, 2 large public restrooms; 1 kitchen:  
*(This facility cleaned 8:00 a.m. – 5:00 p.m. Five Days Per Week [Mon thru Fri] except Courtroom in use on Wednesdays from 9:00 a.m. – 4:30 p.m.)*

**B. Parks Administration Building: 13251 N. Lon Adams Road, Marana, Arizona 85653**  
Approximately 5,050 sq. ft. 1 floor, 2 restrooms; 1 kitchen:  
*(This facility cleaned 5:00 p.m. – 8:00 a.m. Five Days Per Week [Mon thru Fri])*

**C. Marana Recreation Center 13250 N. Lon Adams, Marana, Arizona 85653**  
Approx. 8900 sq. ft. 1 floor, 4 restrooms; 1 kitchen area:  
*(This building cleaned 10:00 p.m. – 8:00 a.m. Five Days Per Week [Mon thru Fri] with cleaning solutions furnished by Town to be used and kept at this location)*

- D. Marana Operations Center 5100 W. Inn Road, Tucson, Arizona 85743**
1. Main Building Approximately 13,000 sq. ft. 1 floor, 4 restrooms; 1 kitchen:  
*(This facility cleaned 8:00 a.m. – 5:00 p.m. Five Days Per Week [Mon thru Fri])*
  2. Operations Center Traffic Signal Metri Building  
Approximately 600 sq. ft. 1 floor, 1 restroom  
*(This building cleaned Two Days Per Week [Tue and Fri] 8:00 a.m. – 5:00 p.m.)*

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3. Public Works Modulares (2)  
Approximately 3,490 sq. ft. 1 floor, 2 restrooms and 1 kitchen  
*(This building to be cleaned Five Days Per Week [Mon thru Fri]  
between 7:00 a.m. – 5:00 p.m.)*
  
4. Operations Men's and Woman's Locker Building  
Approximately 980 sq. ft. 1 floor, 2 restrooms:  
*(This building to be cleaned Five Days Per Week [Mon thru Fri]  
between 7:00 a.m. – 5:00 p.m.)*
  
5. Community Room Modular  
Approximately 2100 sq. ft. 1 floor, 2 restrooms  
*(This building to be cleaned Five Days Per Week [Mon thru Fri]  
between 7:00 a.m. – 5:00 p.m.)*



5. Upon notice of award of this contract, how many days will be required before you can begin service?

6. Indicate any subcontractors you will use and in what capacity:

Proposer:

Exhibit A  
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2  
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<b>EQUIPMENT LIST</b>
-----------------------

Proposer: \_\_\_\_\_

The following equipment is planned to be used in performing this contract. Proposal shall use the proper equipment required to perform janitorial services of the size described herein. The Town may inspect the equipment prior to awarding the contract, as well as during the contract term. Equipment that in the Town's opinion is in poor operating condition will not be allowed for use in performing this contract.

Proposer shall complete the following:

	<u>No.</u>	<u>Name</u>	<u>Type</u>	<u>Model/Year</u>	(Circle as Appropriate) <u>Contractor Owned</u>
1.		_____			Yes/No
2.		_____			Yes/No
3.		_____			Yes/No
4.		_____			Yes/No
5.		_____			Yes/No
6.		_____			Yes/No
7.		_____			Yes/No
8.		_____			Yes/No
9.		_____			Yes/No
10.		_____			Yes/No

Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_

## Section 2 Company Information

1. Provide an introduction to your company, including type of ownership, company history, office location, and future business plan.

2. Provide at least four current references with contact information including agency name, contact person name and title, address, email address, and telephone number. References should be for similar customers.

Company \_\_\_\_\_

3. Provide a list of company personnel who will be assigned to the Town account.

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Section 3 PRICING PAGE

RESPONDENT SHALL FILL IN THE FOLLOWING:

<u>Item #</u>	<u>Description</u>		<u>Price</u>
<b>A</b>	<b>Marana Municipal Complex</b>		
1	Administration As called for in specifications	Monthly Price	\$ _____
		Annual Price	\$ _____
2	Marana Police Department As called for in specifications	Monthly Price	\$ _____
		Annual Price	\$ _____
3	Marana Municipal Court As called for in specifications	Monthly Price	\$ _____
		Annual Price	\$ _____
<b>B</b>	<b>Parks Administration Building</b> As called for in specifications	Monthly Price	\$ _____
		Annual Price	\$ _____
<b>C</b>	<b>Marana Recreation Center</b> As called for in specifications	Monthly Price	\$ _____
		Annual Price	\$ _____
<b>D</b>	<b>Marana Operations Center</b>		
1	Main Building As called for in specifications	Monthly Price	\$ _____
		Annual Price	\$ _____
2	Operations Center Traffic Signal Metal Building As called for in specifications	Monthly Price	\$ _____
		Annual Price	\$ _____
3	Public Works Modulars(2) As called for in specifications	Monthly Price	\$ _____
		Annual Price	\$ _____

Proposer: \_\_\_\_\_



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4	Operations Center Locker Building As called for in specifications	Estimated Monthly Price	\$ _____
		Estimated Annual Price	\$ _____
5.	Community Room Modular	Estimated Monthly Price	\$ _____
		Estimated Annual Price	\$ _____

Total Monthly Price for All Facilities      \$ \_\_\_\_\_

Total Annual Price for All Facilities      \$ \_\_\_\_\_

Hourly Rates for: Supervisor: \$ \_\_\_\_\_

Custodian: \$ \_\_\_\_\_

In the event extra work is required which is not listed in this RFP, hourly rates will be charged as above. The proposed rates shall be all inclusive to include all costs and expenses.

Prices to be firm for the two-year initial contract period. Subsequent adjustments may be addressed as indicated in Section 2.03 of the Sample Contract.

Proposer: \_\_\_\_\_

Section 4  
OFFER FORM

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TOWN OF MARANA, ARIZONA  
FINANCE DEPARTMENT  
11555 WEST CIVIC CENTER DRIVE  
MARANA, AZ 85653

## GENERAL SERVICES AGREEMENT

---

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and [^CONTRACTOR'S NAME], an Arizona corporation [^revise as necessary] (the "Contractor"), for the purpose of providing [^short name] services to the Town. The Town and the Contractor are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

### ARTICLE 1. SCOPE OF WORK

1.01. In [^insert month and year], the Town issued a "Request for Proposals for [^revise with exact RFP name] for the Town of Marana" (the "[^short name] RFP"). The services to be performed by the Contractor under this Agreement shall be as described in this Agreement and as set forth in the following:

1.01.01. The [^short name] RFP, and Addendum No. 1 and Addendum No. 2 [^revise as necessary] to the [^short name] RFP, which are together attached as Exhibit A to this Agreement.

1.01.02. The Contractor's [^insert date] proposal in response to the [^short name] RFP, attached as Exhibit B to this Agreement (the "Contractor's Proposal").

### ARTICLE 2. TERM

2.01. This Agreement shall be effective for an initial two-year term beginning on [^insert date] and ending on [^insert date].

2.02. The Town, at its sole discretion, acting through its Finance Director, may renew this Agreement for up to three consecutive one-year periods on the same terms as set

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forth in this Agreement, by executing a written amendment setting forth the renewal term and signed by the Finance Director and the Contractor.

2.03. Before each of the three one-year extension periods, the Contractor may request revisions to the fee schedule, Exhibit C, for the extension period to address increased costs, market conditions, demand, and the like. If the Town refuses to agree to modify the fee schedule, the Contractor's sole remedy is to terminate this Agreement at the end of the then-current one-year term (see section 7.02 below).

2.04. The term of this Agreement, including all renewals, shall not exceed five years.

ARTICLE 3. RELATIONSHIPS

3.01. In the performance of the services described in this Agreement, the Contractor shall act solely as an independent contractor, and nothing expressed or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent, or to create a joint venture between the Town and the Contractor.

3.02. The Contractor shall report to and coordinate duties with [^insert the name of the appropriate person, for example: "the Town's Utilities Director, John Kmiec"] (the "Town Representative").

3.03. Under the direction of and in coordination with the Town Representative, the Contractor shall work cooperatively with Town staff, officials, boards, commissions, and committees, and with any other agency, organization or individual the Town Representative deems necessary to complete the services described in Article 1 (Scope of Work) of this Agreement.

3.04. All notice requests and authorizations provided for in this Agreement shall be in writing and shall be delivered or mailed, addressed as follows:

Town: TOWN OF MARANA  
Attention: [^Insert Town Representative's name]  
Address: [^Insert Town Representative's address]  
^, Arizona 85^^^

With a copy to:  
TOWN OF MARANA  
Attn: Finance Director  
11555 W. Civic Center Drive  
Marana, Arizona 85653

Contractor: [^CONTRACTOR'S NAME]  
Attention: [^Insert representative's name]  
Address: [^Insert Contractor's address]  
Tucson, Arizona 857XX

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**ARTICLE 4. LIMITATION OF ASSIGNMENT**

4.01. For purposes of the work and services performed under this Agreement and the obligations and requirements imposed on the Contractor pursuant to this Agreement, the term "Contractor" shall include the Contractor, Contractor's staff, all sub-Contractors identified in the Contractor's Proposal, and all other persons working at Contractor's request or direction as permitted by this Agreement.

4.02. The work and services provided for in this Agreement shall be performed by the Contractor, except as otherwise provided in this Article or approved in writing by the Town Representative and the Finance Director.

4.03. Secretarial, clerical, and similar incidental services needed to assist the Contractor in performance of this Agreement are not subject to the limitations of section 4.01 above.

4.04. Neither this Agreement nor any interest or rights under this Agreement may be assigned or transferred by the Contractor without the express written consent of the Finance Director.

**ARTICLE 5. WORK PRODUCT**

5.01. All of Contractor's "Work Product" (including without limitation all reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description) prepared in connection with or relating to the services described in this Agreement and in completion of it, shall be the property of the Town, and shall not be disclosed to third parties without the express written consent of the Town Representative.

5.02. Except with the express written consent of the Town Representative, the Contractor shall not publish any results of scientific, technical or general interest originating from or existing by virtue of this Agreement in, or by means of, journals, magazines, newspapers, radio broadcasts, or other media of communication.

**ARTICLE 6. INVOICES AND PAYMENT**

6.01. Except as otherwise agreed to in a written amendment to this Agreement signed by the Parties, the Contractor shall charge the rates set forth on the fee schedule, Exhibit C, for all services and work performed by the Contractor under this Agreement.

6.02. The Contractor shall not submit an invoice covering the cost of services, and the Town shall not be financially obligated to pay the Contractor for services, unless and until the Town's Finance Department has issued a Purchase Order for the services.

6.03. The Town's financial obligation for the Contractor's performance of services shall not exceed the amount of the Purchase Order, as it may be amended from time to time.

6.04. The Contractor shall submit to the Town Representative for processing and payment a monthly invoice for services performed under this Agreement, and each invoice shall include:

6.04.01. The days and locations when the services were performed.

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6.04.02. Reference to Town tracking numbers, including Purchase Order numbers, authorizing payment for the services addressed by the invoice.

6.05. The Contractor shall be liable for all taxes applicable to the proceeds received by the Contractor under this Agreement. The Town shall not withhold or pay federal, social security, or state income taxes or worker's compensation out of the proceeds payable by the Town under this Agreement, unless duly ordered to do so by a court or other government authority with jurisdiction.

6.06. Except as otherwise set forth in this Article, the Town shall pay the Contractor within 30 days after the Town Representative approves the Contractor's invoice or any portion of it.

6.07. The Town may withhold final payment for services until the Town is satisfied that the Contractor has complied with all the obligations specified in this Agreement related to the services.

6.08. Any rework required by the Town to satisfy the requirements or performance of this Agreement shall be at the sole expense of the Contractor.

**ARTICLE 7. TERMINATION AND BREACH**

7.01. The Contractor may terminate this Agreement upon not less than 15 days written notice to the Town Representative and the Finance Director if the Town fails to perform its obligations under this Agreement through no fault of the Contractor.

7.02. The Contractor may at its option terminate this Agreement at the end of the initial one-year term, or at the end of the first one-year extension, if the Town does not agree to modify the fee schedule, Exhibit C, for the renewal period (see section 2.03 above).

7.03. The Town may terminate this Agreement with or without cause upon 15 days written notice to the Contractor.

7.04. This Agreement may be terminated if for any reason the Town Council does not appropriate sufficient funds for the purpose of maintaining this Agreement.

7.05. Upon termination, the Town shall have no further obligation to Contractor, other than for payment of acceptable services rendered prior to termination.

7.06. Either Party may pursue any remedies available to it for the breach of this Agreement, and no right or remedy is intended to be exclusive of any other right or remedy existing at law or at equity or by virtue of this Agreement.

**ARTICLE 8. INDEMNIFICATION**

The Contractor agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from the Contractor's errors, omissions, or negligent acts in the performance of services pursuant to this Agreement.

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**ARTICLE 9. INSURANCE**

9.01. Except as otherwise provided in this Article, the Contractor and any subcontractor who performs any work for the Contractor under this Agreement shall maintain insurance with carriers acceptable to the Town throughout the term of this Agreement with the following required minimum coverages and limits:

Workers' Compensation	Statutory
Employer's Liability	U.S. \$100,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$2,000,000 aggregate
Business Auto Liability	U.S. \$1,000,000 combined single limit

9.02. The Contractor shall deliver one or more certificates of insurance evidencing coverage as described in this Article, including coverage required of any subcontractor, to the Town upon execution of this Agreement, prior to commencing any work pursuant to this Agreement. The Contractor shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to: [^insert name and address of appropriate Town staff member].

9.03. The Town shall be named as an additional insured on the commercial general liability insurance policies required by section 9.01 above. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of the Contractor or any subcontractor. The Contractor shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by section 9.02 above. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and/or the applicable policy number shall be included on the endorsement.

9.04. The certificate(s) shall also stipulate that the insurance afforded the Contractor and any subcontractor shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by the Contractor or subcontractor. Coverage provided by the Contractor or subcontractor shall be primary insurance with respect to all other available sources.

9.05. Notwithstanding the requirements set forth in section 9.01 above, if the Contractor is a sole proprietor without employees, the Contractor is not required to maintain or provide proof of workers' compensation or employer's liability coverage, provided that the Contractor executes the following waiver:

By signing below this paragraph, Contractor hereby confirms, for purposes of addressing workers' compensation coverage that Contractor is a sole proprietor, doing business as [^insert legal name of business], and performing work as an independent contractor for the Town. Contractor acknowledges that Contractor is not the employee of the Town for workers' compensation purposes, and, therefore, Contractor is not entitled to workers' compensation benefits from the Town. Contractor understands that if Contractor has any employees working for Contractor, Contractor must maintain workers' compensation insurance on them.

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\_\_\_\_\_  
Sole proprietor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town's insurance carrier

\_\_\_\_\_  
Date

9.06. Notwithstanding the requirements set forth in section 9.01 above, subcontractors shall be permitted to maintain professional liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 in the aggregate. Subcontractors shall maintain all other insurance required by section 9.01, with the required coverages and limits set forth in section 9.01 and this Article, except as otherwise provided for in this Article.

9.07. Notwithstanding the requirements set forth in section 9.01 above, if any subcontractor is a sole proprietor without employees, the subcontractor is not required to maintain or provide proof of workers' compensation or employer's liability coverage, provided that the subcontractor executes a waiver in accordance with A.R.S. § 23-961(P). Any such executed waiver shall be attached to this Agreement and incorporated in and fully made a part of this Agreement by this reference.

9.08. The coverage requirements specified in this Article may not be changed or modified except by written agreement signed by all Parties.

9.09. The Contractor shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this Article. The Contractor shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this Article. Cancellation or reduction of any coverage required by this Article is grounds for termination of this Agreement by the Town.

**ARTICLE 10. MISCELLANEOUS PROVISIONS**

10.01. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

10.02. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

10.03. If any provision of this Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

10.04. This Agreement may not be changed or modified except by written agreement signed by all Parties.

10.05. All exhibits referenced in and attached to this Agreement are incorporated in and fully made a part of this Agreement by reference.

10.06. The Contractor shall comply with all federal and state equal opportunity laws, orders and regulations and shall not discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sex, disability, national origin, marital status, veteran status, or sexual orientation.



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10.07. The Contractor warrants that it, and any subcontractor who performs any work for the Contractor under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). The Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

10.07.01. The Contractor shall advise each subcontractor of the Town's rights, and the subcontractor's obligations, under this section by including a provision in each subcontract substantially in the following form:

"The subcontractor hereby warrants that it will at all times during the term of this agreement comply with all federal immigration laws applicable to the subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). The subcontractor further agrees that the Town may inspect the subcontractor's books and records to insure that the subcontractor is in compliance with these requirements. Any breach of this paragraph by the subcontractor will be deemed to be a material breach of this agreement subjecting subcontractor to penalties up to and including suspension or termination of this agreement."

10.07.02. If a subcontractor's subcontract is suspended or terminated, the Contractor shall either self-perform the service under the subcontract or retain a replacement subcontractor.

10.07.03. Any additional costs attributable directly or indirectly to remedial action under this section shall be the responsibility of the Contractor.

10.08. Neither Party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

10.09. This Agreement is available to public procurement units as a cooperative purchasing agreement pursuant to A.R.S. § 41-2632. The Town shall not be responsible for any disputes arising out of transactions made by others and shall not be liable for any violation of this Agreement by, or the actions or inaction of, an eligible procurement unit related to this Agreement. Receipt, inspection and payment for materials and services cooperatively procured under this Agreement shall be the exclusive obligation of the procuring agency. The procuring agency shall not use this Agreement to obtain additional concessions or reduced prices for similar materials and services. The failure of the eligible procurement unit to secure performance from the Contractor in accordance with the terms and conditions of its purchase order does not necessarily obligate the Town to exercise its own right or remedies.

10.10. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

Exhibit A  
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[SIGNATURE PAGE FOLLOWS]

Exhibit A  
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2  
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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last  
Party's signature date below.

The "Town":  
THE TOWN OF MARANA,  
an Arizona municipal corporation

The "Contractor":  
[^CONTRACTOR'S NAME],  
an Arizona corporation [^revise as  
needed]

\_\_\_\_\_  
Erik Montague  
Finance and Purchasing Director

\_\_\_\_\_  
[^Insert name]  
President/CEO [^revise as needed]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

Federal I.D.#: \_\_\_\_\_

\_\_\_\_\_  
Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Frank Cassidy, Town Attorney

Exhibit A  
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2  
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LIST OF EXHIBITS

- Exhibit A: The [^short name] RFP, and Addendum No. 1 and Addendum No. 2 to the [^short name] RFP
- Exhibit B: The Contractor's [^insert date] proposal in response to the [^short name] RFP
- Exhibit C: The Contractor's and sub-contractors' schedules of billing rates

Exhibit A  
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Town of Marana  
RFP 2013-022  
Addendum 1  
August 16, 2013

The following items are hereby incorporated in the RFP:

1. Background Checks

The Contractor shall submit to the Town a list of employees proposed to work in Town facilities and a plan for furnishing satisfactory, current background checks for each proposed employee. There will be no cost to the Town for the background checks. Employees added during the contract shall be subject to the same requirement.

The following information is presented in response to questions received.

Q1. How much is the City paying per month for janitorial services per building?

A. Information is attached below.

Q2. On the buildings that are serviced during the day the RFP stipulates that the cleaning shall be performed between 8am and 5pm. It also states that vacuuming is to be performed before 8am or after 5pm. What time before 8 and after 5 are cleaners allowed access?

A. Employees will be allowed at the Facilities at any time but the contractor must submit a schedule and adhere to it once approved

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Q3. In the buildings that are to be cleaned during the day is there a requirement to have a cleaner at the building all day from 8am-5pm?

A. No, as long as the required service level is met

Q4. Is carpet cleaning included in the contract ?

A. No, only annual strip and wax and spot cleaning as specified.

Q5. Who is your current contractor ?

A. ABM

All other terms, conditions and specifications not specifically addressed in this Addendum remain unchanged.

Indicate both on the outside of the envelope containing your proposal and on the Signature Page: **"Addendum 1 Received"**.

Exhibit A  
The Janitorial RFSOP, and Addendum No. 1 and Addendum No. 2  
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**Current Pricing**

MMC	\$2,817.49
Police	\$2,180.00
Court	\$726.93
Water	\$436.16
Parks & Rec	
Parks Admin	\$219.49
Rec Center	\$281.46
Parks Modular Office	\$34.60
MOC	\$387.58
Traffic Signal Metal Bldg	\$15.71
Records Modular	\$23.89
Op Center Locker	\$32.87
MOC Community Room	\$66.35
Heritage House	\$45.99
Fleet Office	\$75.00

Per Month

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Town of Marana

RFP 2013-022

Addendum 2

August 19, 2013

The following items are hereby incorporated in the RFP:

1. Pricing Page Clarification

Pricing for the following sub-facilities shall be included with the facilities as indicated below:

- A. Fleet Offices (2C142 and 2C143)-- Include in MOC Main Building price
- B. Sanders Road "Old Yard" (Facility 6, two restrooms)-- Include in MOC Main Building price

All other terms, conditions and specifications not specifically addressed in this Addendum remain unchanged.

Indicate both on the outside of the envelope containing your proposal and on the Signature Page: **"Addenda 1 and 2 Received"**.



Exhibit B  
The Contractor's August 21, 2013, proposal in response to the Janitorial RFSOP  
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**FACILITY SERVICES**

*Janitorial Proposal*

**Monthly Investment: See Section 3 Pricing Page**

ISS Facility Services can provide the following additional services at the prices listed:

WORK CATEGORY	RATE PER HOUR (WORK HOUR)	CHARGE RATE PER SQ. FT.	CHARGE PER OCCURANCE
Supervisory Labor	\$18.95		
General Labor	\$14.85		
Exterior Window Cleaning Outsides and Insides			\$4.80 per window
Interior Window Cleaning			\$1.40 per window
Spray Buff		\$0.08	
Scrub & Overcoat		\$0.12	
Strip and Refinish		\$0.18	
Carpet Cleaning		\$0.10	
Light Maintenance Tech	\$23.65		
Painter Tech Labor Only	\$23.25		
Painter Tech Time and all Materials Low VOC Paint	\$45.50		

Minimum Billing must be \$50.00

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Exhibit B  
The Contractor's August 21, 2013, proposal in response to the Janitorial RFSOP  
Pages 37 - 123



FACILITY SERVICES

Janitorial Proposal

**CONSUMABLE SUPPLIES**

Consumable supplies will be furnished by Town of Marana. For added value and convenience, ISS will be happy to offer Town of Marana the opportunity to take advantage of our excellent buying power through participation in our "re-billable supply program." Re-billable supplies are offered at Cost Plus 12%.

Example:

Re-billable Supply Price List:

DESCRIPTION	PACKAGE	PRICING
KC 2- PLY TOILET TISSUE	80/CASE	\$41.05
KC CORELESS 2-PLY TISSUE	36/CASE	\$40.75
KC MULTI FOLD PAPER TOWELS	3,000/CASE	\$21.30
KC 2000 ROLL TOWELS	6 ROLLS/CASE	\$44.02
KC FOAM HAND SOAP	6/CASE	\$34.98
TAMPONS	500/CASE	\$68.20
MAXI-PADS #4	250/CASE	\$35.25
LG. TRASH LINERS	250/CASE	\$17.05
MED. TRASH LINERS	500/CASE	\$19.07
SM. TRASH LINERS	1000/CASE	\$16.64

Prices include delivery but exclude sales tax. All prices are subject to change. Dispensers will be provided at no charge while participation in the program continues.

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Exhibit C  
The Contractor's and subcontractor's schedule of billing rates  
Pages 124 - 126

Section 3 PRICING PAGE

RESPONDENT SHALL FILL IN THE FOLLOWING:

Item #	Description	Price
A	Marana Municipal Complex	
1	Administration As called for in specifications	Monthly Price \$ 2,749.81 Annual Price \$ 32,997.72
2	Marana Police Department As called for in specifications	Monthly Price \$ 4,717.71 Annual Price \$ 56,612.52
3	Marana Municipal Court As called for in specifications	Monthly Price \$ 5,640.05 Annual Price \$ 67,680.60
B	Parks Administration Building As called for in specifications	Monthly Price \$ 3,691.13 Annual Price \$ 44,293.56
C	Marana Recreation Center As called for in specifications	Monthly Price \$ 4,286.97 Annual Price \$ 51,443.64
D	Marana Operations Center	
1	Main Building As called for in specifications	Monthly Price \$ 6,571.89 Annual Price \$ 78,862.68
2	Operations Center Traffic Signal Metal Building As called for in specifications	Monthly Price \$ 5,288.83 Annual Price \$ 63,466.96
3	Public Works Modulars(2) As called for in specifications	Monthly Price \$ 1,603.60 Annual Price \$ 19,243.20

Proposer: ISS Facility Services, Inc.

- 14 -

Exhibit C  
The Contractor's and subcontractor's schedule of billing rates  
Pages 124 - 126

4.	Operations Center Locker Building As called for in specifications	E-d Monthly Price	\$ 185.67
		E-d Annual Price	\$ 2,228.04
5.	Community Room Modular	F Monthly Price	\$ 185.67
		F Annual Price	\$ 2,228.04
Total Monthly Price for All Facilities			\$ 6,945.33
Total Annual Price for All Facilities			\$ 83,583.96

Hourly Rates for: Supervisor: \$ 17.50  
Custodian: \$ 14.50

In the event extra work is required which is not listed in this RFP, hourly rates will be charged as above. The proposed rates shall be all inclusive to include all costs and expenses.

Prices to be firm for the two-year initial contract period. Subsequent adjustments may be addressed as indicated in Section 2.03 of the Sample Contract.

Proposer: ESS Facility Services, Inc.

Exhibit C  
The Contractor's and subcontractor's schedule of billing rates  
Pages 124 - 126



**FACILITY SERVICES**

ITEM #	DESCRIPTION	FREQUENCY	PRICE PER
MRNA-01	CLEAN <u>OUTSIDE</u> ONLY OF ALL WINDOWS AND FRAMES.		\$2025.00
	<p>CLEAN <u>INSIDE</u> ONLY OF ALL WINDOWS AND FRAMES THAT CAN BE REACHED FROM A 32' LADDER.</p> <p>NOTE: THIS DOES NOT INCLUDE HIGH WINDOWS OF ATRIUM AREA. SKYTEK WOULD NEED ADDITIONAL INFORMATION FROM FACILITIES TO PRODUCE A PROPOSAL FOR THESE AREAS.</p>		\$847.00

**Subcontractor: Skytek Building Services LLC**

Additional service includes all Labor, Supervision, Materials, Equipment and Insurances necessary to complete the Scope of Work.



## GENERAL SERVICES AGREEMENT AMENDMENT No. 1

Agreement Number: 2013-022 4540 JANSER

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This GENERAL SERVICES AGREEMENT AMENDMENT NO. 1 (this "Amendment No. 1") is entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, and ISS FACILITY SERVICES, INC., (the "Contractor"), a Delaware corporation. The Town and the Contractor are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

### *RECITALS*

A. Effective October 1, 2013, the Town and the Contractor entered into a General Services Agreement (the "Agreement") for an initial two-year term for the purpose of providing janitorial services to the Town.

B. Article 2, paragraph 2 of the Agreement provides that the Town, acting through its Finance Director, may renew the Agreement for up to three consecutive one-year periods on the same terms as set forth in the Agreement by executing a written amendment setting forth the renewal term and signed by the Finance Director and the Contractor. Article 2, paragraph 3 of the Agreement provides that before each of the three one-year extension periods, the Contractor may request revisions to its fee schedule for the extension period to address increased costs, market conditions, demand, and the like.

C. Article 10, paragraph 4 of the Agreement provides that the Agreement may not be changed or modified except by written agreement signed by the Contractor and the Finance Director.

D. On October 14, 2015, the Town issued Purchase Order (P.O.) #21600208-01 to the Contractor ordering continuing janitorial services from the Contractor.

E. The Town and the Contractor desire to amend the Agreement to renew the Agreement for a one-year term, to revise the scope of work, to revise the fee schedule, and to add provisions regarding compliance with laws.

## *AGREEMENT*

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions and agreements set forth in the Agreement and this Amendment No. 1, the Parties agree as follows:

1. Term. The Agreement is hereby amended to renew the Agreement for the first of three possible consecutive one-year periods from October 1, 2015 until September 30, 2016.

2. Scope of Work. The Agreement is hereby amended to revise the scope of work to add services for the Sanders Road Yard as set forth in P.O. #21600208-01. The Town shall pay the Contractor the fees specified in P.O. #21600208-01 for the services for the Sanders Road Yard.

3. Payment and Invoices. The Agreement is hereby amended to revise the fee schedule for the renewal term. For the renewal term set forth in this Amendment No. 1, the Contractor shall charge the rates set forth on the fee schedule attached to the Agreement as Exhibit C, plus 5%.

4. Miscellaneous Provisions. The Agreement is hereby amended to add new paragraphs 10.10, 10.11, and 10.12 as follows.

10.10. The Contractor shall keep fully informed of and at all times observe and comply with all federal and state laws, all local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work, including without limitation the Drug-Free Workplace Act, Americans with Disabilities Act, Occupational Safety and Health Act, and all other applicable laws. The Contractor shall defend, hold harmless and indemnify the Town, its representatives and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by any of the Contractor's subcontractors or suppliers, or by any of their employees.

10.11. The Contractor shall take all necessary precautions for the safety of employees on the work site and other persons who may be affected thereby, and shall comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor shall erect and properly maintain at all times, as required by the condition and progress of the work, all necessary safeguards and traffic control devices for the protection of workmen and the public and shall post danger signs warning against the hazards created by the construction, including, without limitation, operating or parked equipment, obstructions, changes in grade, scaffolding, excavations and falling materials.







## GENERAL SERVICES AGREEMENT

### AMENDMENT No. 2

Agreement Number: 2013-022 4540 JANSER

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This GENERAL SERVICES AGREEMENT AMENDMENT NO. 2 (this "Amendment No. 2") is entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, and ISS FACILITY SERVICES, INC., (the "Contractor"), a Delaware corporation. The Town and the Contractor are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

#### *RECITALS*

A. Effective October 1, 2013, the Town and the Contractor entered into a General Services Agreement (the "Agreement") for an initial two-year term for the purpose of providing janitorial services to the Town.

B. Article 2, paragraph 2 of the Agreement provides that the Town, acting through its Finance Director, may renew the Agreement for up to three consecutive one-year periods on the same terms as set forth in the Agreement by executing a written amendment setting forth the renewal term and signed by the Finance Director and the Contractor. Article 2, paragraph 3 of the Agreement provides that before each of the three one-year extension periods, the Contractor may request revisions to its fee schedule for the extension period to address increased costs, market conditions, demand, and the like.

C. Article 10, paragraph 4 of the Agreement provides that the Agreement may not be changed or modified except by written agreement signed by the Contractor and the Finance Director.

D. Effective October 1, 2015, the Parties entered into an amendment to the Agreement ("Amendment No. 1") to renew the Agreement for a one-year term, and to revise the scope of work, fee schedule, and other provisions of the Agreement.

E. The Town and the Contractor desire to amend the Agreement, as previously amended, to renew the Agreement for an additional one-year term and to revise the fee schedule.

#### AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions and agreements set forth in the Agreement, Amendment No. 1, and this Amendment No. 2, the Parties agree as follows:

1. Term. The Agreement, as previously amended, is hereby amended to renew the Agreement for the second of three possible consecutive one-year periods from October 1, 2016 until September 30, 2017.

2. Payment and Invoices. The Agreement, as previously amended, is hereby amended to revise the fee schedule for this renewal term. For the renewal term set forth in this Amendment No. 2, the Contractor shall increase its rates by 2.7% over the rates agreed to by the Parties in Amendment No. 1.

3. Effective Date. This Amendment No. 2 is effective on October 1, 2016.

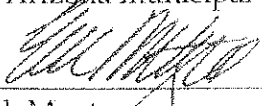
4. Other Terms and Provisions. All other terms and provisions of the Agreement and its exhibits, as previously amended, not specifically changed by this Amendment No. 2 shall remain in effect and be binding upon the Parties as provided for in the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this General Services Agreement Amendment No. 2 as of the last Party's signature date below.

The "Town":


THE TOWN OF MARANA,  
an Arizona municipal corporation

  
Erik Montague  
Finance and Purchasing Director

10/4/16  
Date

The "Contractor":

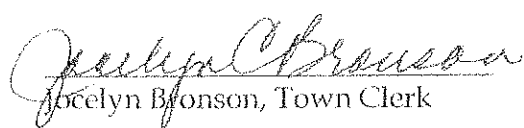
ISS FACILITY SERVICES, INC.,  
a Delaware corporation

  
Howard Korn  
General Manager

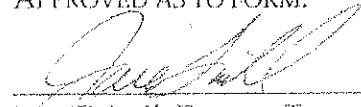
9/28/16  
Date

Federal I.D: 06-1535248

ATTEST:

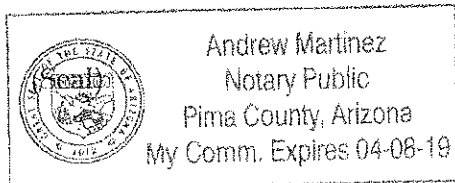
  
Jocelyn Bronson, Town Clerk

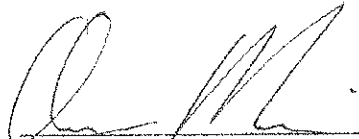
APPROVED AS TO FORM:

  
Jane Fairall, Deputy Town Attorney

STATE OF - AZ )  
County of - Pima ) ss.

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2016 by Howard Korn, the General Manager of ISS FACILITY SERVICES, INC., a Delaware corporation, on behalf of the corporation.



  
Notary Public

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ISS FACILITY SERVICES, INC.**

**EXHIBIT B  
Scope of Work**

**PROJECT**

The Scope of Work for this contract will be in accordance with the Town of Marana Agreement No. 2013-022 4540 JANSER.

**Scope of Work:**

1. The Contractor shall supply all labor, supervision, materials, supplies, transportation, and all effort necessary to carry out the specifications herein.
2. The Contractor will invoice monthly for only those services provided. Any building may be added or removed with a 30-day notice.
3. There will be times when the Contractor must be called out to perform emergency cleaning requests due to storms, floods, vandalism, or extra services not covered by regular janitorial services. This may occur during business hours or after hours. The Contractor is to respond ONLY if the call is initiated by the City Representative. The Contractor shall respond within 2-hours on-site after receiving such a request.
4. Contractor shall be notified of any infectious bio hazardous waste contamination (blood, other body fluids, etc.) and, as directed by City Representative, provide trained personnel for such cleanup.
5. The city has elected to use the Reduced Service Interval as specified herein.
6. Daily Inspections: As part of the contract administration process, the City Representative will inspect each site as deemed necessary to ensure the Contractor is in compliance with cleaning specifications. An inspection form and deficiency correction form is attached herein.
7. Product dispensers shall be maintained, repaired or replaced, if work or broken, by the Contractor.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ISS FACILITY SERVICES, INC.**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation is in accordance with Section 3 of this agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$700,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

City shall pay Contractor compensation in accordance with the rates as set forth in the Town of Marana Agreement Number 2013-022 4540 JANSER.