GILA COUNTY

BID CALL 060110-1
REQUEST FOR PROPOSALS

JANITORIAL SERVICE
GLOBE, ARIZONA

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member

COUNTY MANAGER
Don E. McDaniel Jr.

GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS
BID NO.: 060110-1 JANITORIAL SERVICE GLOBE, ARIZONA

Notice is hereby given that the Gila County Facilities and Land Management is requesting proposals from qualified Contractors to provide Janitorial Services for County facilities located in Globe, Arizona.

SUBMITTAL DUE DATE: 11:00 AM, Local AZ Time, Wednesday, September 1, 2010

RETURN PROPOSAL TO: GILA COUNTY PUBLIC WORKS
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

MANDATORY PRE-BID MEETING: 10:00 AM, Thursday, August 19, 2010, 1400 E. Ash St., Globe, AZ

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Public Works Division, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Public Works Guerrero Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered**. The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested Bidders may obtain a copy of this solicitation by calling the Gila County Public Works Department at 928-402-8612. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding the technical aspects of this Request for Proposals shall be directed to: Robert Hickman, Facilities Manager, PH. 928-402-8592. Questions regarding the general terms and conditions of this Request for Proposals should be directed to: Valrie Bejarano, 928-402-8612

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **August 11 and 18, 2010**

Signed: _____ Date: 7/6/2010
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 7/12/10
Don E. McDaniel Jr., County Manager

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SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Contractor for janitorial services at several of its facilities. The Contractor shall furnish all necessary labor, supervision, equipment, transportation and all effort necessary to perform the required services at the designated locations.

BUILDING NAME	BUILDING ADDRESS	BUILDING NO. & COMMENTS
Gila County Courthouse	1400 E. Ash Street Globe, AZ 85501	0101 All Levels
Guerrero Complex	1400 E. Ash Street Globe, AZ 85501	0106
Michaelson Building	149 S. Broad Street Globe, AZ 85501	0201 All Levels
Health & Community Services Complex	5515 S. Apache Avenue Globe, AZ 85501	0204 All Buildings
Facilities Management	4047 E. US Hwy 60-70 Miami, AZ 85539	Location closing end of 2010
New Facilities Management	725 N. Rose Mofford Way Globe, AZ 85501	New location opening end of 2010
Public Works Administration	745 N. Rose Mofford Way Globe, AZ 85501	New location opening end of 2010
Roads/Shop Building	1001 W. Besich Boulevard Globe, AZ 85501	New location opening end of 2010 Offices and Bathrooms Only

Locations and janitorial service at the locations may change from time to time pending on the needs of the County. It is possible during the period of this Contract that new locations may be added and some locations removed from the schedule. These changes shall result in no penalties to the County.

GENERAL SCOPE

Building Areas and Janitorial Standards:

- Sweeping and Dust Moping (Uncarpeted Areas)
  1. Vestibules, lobbies and entries
  2. Corridors
  3. Stairwells, stars and landings (interior)
  4. Elevators and elevator vestibules
  5. Offices, Courtrooms and Conference rooms

Scope of Services continued....

- **S**weeping and Dust Mopping Standards

  Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are not acceptable for use.

- **V**acuuming (Carpeted Areas)
  1. Lobbies and entries (interior)
  2. Stairwells, stairs and landings (interior)
  3. Corridors
  4. Offices, Courtroom and Conference rooms

- **D**usting and Vacuuming (Low Cleaning-Under 6')
  1. All furniture and fixtures (i.e.) file cabinets, tables, etc.
  2. Window sills, ledges, etc.
  3. Vending Machines
  4. Stairwells, stairs, landings and railings (interior)

- **D**usting and Vacuuming (High Cleaning-Over 6')
  1. Door casings
  2. Fire alarm bells
  3. Partitions, wood paneling, etc.

- **D**usting and Vacuuming Standards

  Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility damage.

- **T**rash Removal
  1. Empty all trash containers, replace liners as needed; DO NOT place leaking trash bags on carpet.
  2. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters.

Scope of Services continued....

- Trash Removal Standards

  All waste baskets shall be emptied and boxes, cans, paper, etc. marked trash which is placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. Trash shall not be allowed to blow around. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle.

- Washing

  1. Clean and sanitize urinals inside and out
  2. Clean and sanitize commodes inside and out.
  3. Clean mirrors
  4. Clean and sanitize miscellaneous restroom and toilet fixtures.
  5. Clean and sanitize restroom and toilet floors.
  6. Clean and sanitize restroom wash basin wall area and toilet wall area.
  7. Clean and sanitize shower rooms.
  8. Damp wipe all restroom and locker room ledges and sills.
  9. Spot clean walls, doors and trim.
  10. Clean and sanitize water fountains.

- Washing Standards

  Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.

  A. Washing Glass: Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers. Use only soft cloths on Plexiglas. The washing shall not contaminate adjacent non-glass areas. Glass shall be left clean and dry, free from film or streaks and nay contamination visible when looking through the glass towards natural light source. Sill and frames shall be damp wiped.

  B. Washing Non-Glass: All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration. They shall be left clean without streaks. Scrub brush or scour pad shall be used where necessary to loosen the dirt.

  C. Washing in Restroom, Public and Patient Areas: Restroom floors, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

Scope of Services continued....

- **Damp Wiping Standards**

  Surfaces shall be left clean and free from film or streaks upon completion of damp wiping.

- **Disinfecting Standards**

  Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.

- **Wet Mopping**

  All tile, wooden or hard surface floors.

- **Wet Mopping Standards**

  After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stars, landings & elevator hard floors.

  There shall be no mop strings left on the floor. Surface should b e dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are <u>not</u> acceptable for use.

- **Polishing**

  Clean and polish <u>all</u> brass and stainless steel (i.e. railings, elevators, doorknobs, plumbing fixtures, kick plates, etc.).

- **Polishing Metal Trim and Plumbing Hardware**

  This shall be accomplished with metal polish. Chromium-plated, stainless steel and brass shall be polished with a dry cloth or textile disposable wipers. All surfaces shall be rubbed to a soft gloss with clean cloth or textile disposable wipers.

- **Spray Buffing (Hard Surfaced Floors)**

  Spray buff all lobbies, corridors, and conference rooms. Spray buff product to be of the same manufacturer as floor finish.

- **Spot Cleaning Carpets**

  A carpet adequately spot cleaned is free of all stains, deposits, or spills. (Exceptions: Any stain, contractor has made every attempt to remove by industry standards, and such stain has become permanent to the surface). Care will be taken to use a product or cleaning that will not harm or discolor the carpet fibers or backing.

Scope of Services continued....

SCOPE OF WORK SCHEDULE

This contract will require cleaning services, five (5) nights a week (excluding those weeks with an official holiday), Monday through Friday unless otherwise noted on Bid Reply Section for specific building. Cleaning services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where County offices are closed. There are 10 County holidays, and services will not be provided on these days unless the County agency makes such request and pays for these additional services.
The Contractor shall provide a Janitorial Manager who shall be responsible for the performance of work. The name of this person and alternate(s) who shall act for the Contractor when the Manager is absent shall be designated in writing to the Gila County Facilities and Land Management Manager prior to contract start date.

A list of persons and their phone numbers performing the work shall be provided by the Contractor to the County should the need arise in case of an emergency.

- **Daily Schedule**
  1. Empty all wastebaskets; transport to specified area for removal. Replace liners as needed.
  2. Clean all entryways and walkways six feet outside of entry.
  3. Sweep or dusts mop all entrances, entryways, and lobbies.
  4. Spot clean all glass and interior partitions.
  5. Clean all restrooms.
     a. Clean and disinfect all drinking fountains.
     b. Clean and disinfect all sinks, toilets, and urinals.
     c. Remove all finger marks from walls, stalls, doors, and light switches.
     d. Damp wipe all ledges and sills.
     e. Clean all mirrors and ledges of mirrors.
     f. Sweep and mop all uncarpeted floors.
     g. Replenish all restroom with paper towels, tissue, and soap.
     h. Empty and remove trash.
  6. Clean elevators, door tracks, and lobbies.
  7. Remove trash from all buildings to the Shop garbage bin.
  8. Clean all kitchens by sweeping, mopping floors and removing trash only.
  9. Sweep and dust stairwells, stars, and landings (interior). Wet mop, as needed.
  10. Vacuum all courtrooms and offices with vacuum cleaner.

- **Two Times Weekly – (Tuesday and Thursday):**
  1. Vacuum all carpeted floors (including under desks) with a vacuum cleaner.
  2. Clean stairwells, steps and tread in the Courthouse using appropriate cleaning machine. Wipe down hand rails.

Scope of Services continued....

- **Two Times Weekly – (Tuesday and Thursday):**
  1. Dust furniture in lobby areas (top, side, and lower area), fixtures, ledges, and window sills using a treated dust cloth or feather duster.
  2. Remove all finger marks from furniture, fixtures, ledges and sills.
  3. Damp mop all quarry and tile floors.

BILLABLE WORK

Carpet Cleaning Per County Request

- Carpet cleaning shall be performed as directed by the County on an as need basis. Carpet cleaning shall consist of shampooing or steam cleaning (after a thorough vacuuming).

Stripping and Waxing of Floors Per County Request

- Stripping and waxing of floors shall be performed as directed by the County on an as need basis. All tile floors shall be stripped, all dirt and old wax removed, doors and baseboards cleaned, and three (3) coats of non-slip floor finish added.

Invoices Submitted

- Each location/facility shall be billed separately.
- Invoice shall contain address of facility being billed; date work performed and work description.

GILA COUNTY FURNISED SUPPLIES

Gila County reserves the right to control all janitorial products and chemicals that will be used in each designated building. Copies of Material Safety Data Sheets on each chemical shall be kept on file.

The County is responsible for ordering Janitorial Supplies and will control inventory of the paper products, chemicals and cleaning products and shall be responsible for storage of these products and chemicals.

INFORMATION REQUESTS

Requests for additional information relating the ***Scope of Services*** should be directed to: Robert Hickman, (928)402-8592, rhickman@co.gila.az.us.

Requests for additional information relating to the instruction or general conditions of this bid should be directed to: Valrie Bejarano (928)402-8612, vbejarano@co.gila.az.us.

MANDATORY PRE-BID MEETING

There will be a mandatory pre-bid meeting held Thursday, July 15, 2010, at 10:00 AM. The meeting will begin at the Globe Courthouse, 1400 E. Ash St., Globe, AZ and continue to the locations on page 3 of RFP packet.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

A. Sealed Proposals will be received by the Gila County Public Works Division, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.

B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Instructions to Bidders continued....

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 30.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Inquires

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, July 16, 2010 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

A. Proposal results ARE NOT provided in response to telephone inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Public Works offices and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on Notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

Instructions to Bidders continued....

C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor(s) awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "JANITORIAL SERVICE", Bid No., "060110-1", Date "September 1, 2010", and time "11:00 AM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

   a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
      1. Waive any immaterial defects or informalities; or
      2. Reject any or all Proposals; or portions thereof; or
      3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.

5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a bid proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

A. Name, address and telephone number of the protester.
B. Signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

General Terms & Conditions continued....

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. 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. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 31, BIDDERS OFFER PAGE, Exhibit "D" Bidders Qualification and Certification forms(s) pages 22-23.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

General Terms & Conditions continued....

Contract Default

A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

   1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
   2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511.**

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

General Terms & Conditions continued....

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Services Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose
It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide janitorial services for Gila County, Globe, Arizona.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

1.1 All product specifications are **minimum.**

1.2 Contractor should have adequate manufacturing / stocking facilities to serve the needs of Gila County.

1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.

1.5 Contractor shall review its Proposal submission to assure the following requirements are met.

1.5.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
1.5.2 Qualification and Certification Forms (page 22-23)
1.5.3 Price Sheet (page 24)
1.5.4 References List (page 25)
1.5.5 No Collusion Certification (page 26)
1.5.6 Intentions Concerning Subcontracting (page 27)
1.5.7 Legal Arizona Workers Act Compliance (page 28)
1.5.8 Anti-Terrorism Warranty (page 29)
1.5.9 Checklist & Addenda Acknowledgment (page 30)
1.5.10 Offer Page (pages 31-32)

Minimum Specifications continued....

SECTION 2.0

Proposal Pricing & Term

2.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.

2.2 The term of the contract shall commence upon award and shall remain in effect for a period of five (5) years unless terminated or canceled as otherwise provided herein.

2.3 Profit costs may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisor's approval by an amendment to the contract prior to any such extension.

SECTION 3.0

Ordering and Delivery:

3.1 ORDERING: Gila County does not warrant the order of any equipment or services prior to actual need. Gila County's personnel may re-order equipment or services as it becomes necessary or based on the required needs within the County during the term of this contract.

3.2 PRODUCT DELIVERY: Gila County Facilities and Land Management Office. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

SECTION 4.0

4.1 **Evaluation of Proposal and Negotiations**

The Director shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the County files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal

Minimum Specifications continued....

4.2 Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.

  a. Any Response to a request for Clarification of a Proposal shall be in writing.
  b. Gila County shall keep a record of all Negotiations.

- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

  a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
  b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.

- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

  a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
  b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

INSURANCE PROVISIONS

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

   a. Policy shall be endorsed to **include master key coverage.**

Insurance Provisions continued....

b. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

c. Policy shall be endorsed to **include coverage for "care-custody-control"**.

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

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

4. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit	$_____

a. The bond or policy shall be issued with limits of 50% of the contract value or $50,000 - whichever amount is greater.

b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.

c. The bond or policy shall **include coverage for third party fidelity.**

d. The bond or policy shall **include coverage for extended theft and mysterious disappearance.**

e. The bond or policy **shall not contain a condition requiring an arrest and conviction.**

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured 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.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

Insurance Provisions continued....

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to, Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501, and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to, Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

COPY

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 060110-1 Janitorial Services, Globe, Arizona

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

   IWC Supplies & Maintenance (IWC LLC)
   8339 W Rose Lane
   Glendale, Arizona 85305

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes __X__No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes __X__No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your Contractor's present or any previous name)? _____Yes __X__No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractor.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
   d. List the specific qualifications the Contractor has in supplying the specified services.
   e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
   f. Gila County reserves the right to request additional information.
   g. Sealed list of equipment used in performing the services must accompany proposal.

Qualification & Certification continued....

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** ~~N/A~~ SEE ATTACH
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Contractor Business License Number:** N/A
(If Applicable)

8. **Contractor must provide copies of all required Arizona Certifications in performing the scope of services provided in this request for proposals.**

Signature of Authorized Representative

Matthew N Tafoya

Printed Name

Administrative Manager

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 060110-1 Janitorial Service, Globe, Arizona.

Contractor Name: IWC LLC **Phone No.:** 623-463-8144

JANITORIAL SERVICES 1400 E. Ash St., Globe, AZ 85501	
GILA COUNTY COURTHOUSE	
***TOTAL COST PROPOSED**	$ 2,500/month

JANITORIAL SERVICES 1456 E. Ash St., Globe, AZ 85501	
GUERRERO COMPLEX	
***TOTAL COST PROPOSED**	$ 700/month

JANITORIAL SERVICES 149 S. Broad St., Globe, AZ 85501	
MICHAELSON BUILDING	
***TOTAL COST PROPOSED**	$800/month

Price Sheet continued.....

Contractor Name: IWC LLC

JANITORIAL SERVICES
5515 S. Apache Avenue, Globe, AZ 85501

HEALTH & COMMUNITY SERVICES COMPLEX

Note: Price also includes the WIC Building

***TOTAL COST PROPOSED** $ 1,900/month

***BILLABLE WORK**
(Page 8)

Description	*Amount Proposed*	*Per Square Footage*
Carpet Cleaning	$ 0.16	psf
Stripping and Waxing Floors	$ 0.25	psf

*Each location shall be billed separately with location identified on invoice when submitted to County for payment.

All applicable taxes shall be included in proposed amount.

REFERENCE LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company:** Arizona Dept of Public Safety
   Contact: Sheri Dulback
   Phone: 602-223-2187
   Address: ~~1204 E Encanto~~ Phoenix, AZ 85301
   Job Description: Janitorial Services - Various Locations

2. **Company:** Arizona Game & Fish
   Contact: Bill Davis
   Phone: 602-587-0193
   Address: 318 W Deer Valley Phoenix, AZ 85027
   Job Description: Janitorial Services - Various Locations

3. **Company:** USDA Forest Service, SW Forest Service Complex
   Contact: Sara Holder
   Phone: 928-556-2018
   Address: 2500 S Pine Knoll Drive Flagstaff, AZ 86001
   Job Description: Janitorial Services

IWC LLC
Name of Business

Signature of Authorized Representative

Administrative Manager
Title

AFFIDAVIT BY BIDDER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

Nat Tafoya
(Name of Individual)

being first duly sworn, deposes and says:

That he is General Manager
(Title)

Of IWC LLC and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on **JANITORIAL SERVICE, GILA COUNTY, BID CALL NO. 060110-1** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said

IWC LLC
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned service.

IWC LLC
Name of Business

Nathaniel Tafoya
By

General Manager
Title

Subscribed and sworn to before me this 30th day of August, 2010.

Judith Pelkey
Notary Public

My Commission expires: 07/17/2011

Judith Pelkey
Notary Public - Arizona
Maricopa County
My Commission Expires
July 17, 2011

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **BID NO. 060110-1 JANITORIAL SERVICE,** my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

☐ **YES,** it is my intention to subcontract a portion of the work.

☒ **NO,** it is not my intention to subcontract a portion of the work.

Signature of Authorized Representative

Matthew N Tafoya

Printed Name

Administrative Manager

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

Signature of Authorized Representative

Matthew N Tafoya

Printed Name

Administrative Manager

Title

ANTI-TERRORISM WARRANTY

Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Signature of Authorized Representative

Matthew N Tafoya

Printed Name

Administrative Manager

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	X
PRICE SHEET	X
NO COLLUSION IN BIDDING	X
INTENTIONS IN SUBCONTRACTING	X
LEGAL ARIZONA WORKERS ACT COMPLIANCE	X
ANTI-TERRORISM WARRANTY	X
CHECKLIST & ADDENDA ACKNOWLEDGMENT	X
OFFER PAGE	X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	ab				
Date	8/25/10				

Signed and dated this 28 day of August, 2010

IWC LLC
Contractor:

Matthew N Tafoya
By:

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 060110-1 Janitorial Service. All proposals shall be filed with the Gila County Public Works Division in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before September 1, 2010, by 11:00 AM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 060110-1 Janitorial Service, Globe, Arizona

Contractor Submitting Proposal:

IWC LLC
Company Name

8339 W Rose Lane
Address

Glendale, AZ 85305
City State Zip

For clarification of this offer, contact:

Name: Nat Tafoya

Phone No.: 623-463-8144

Fax 623-463-8147

Email: iwcllc@cox.net

Signature of Authorized Person to Sign

Matthew N Tafoya
Printed Name

Administrative Manager
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor **IWC Supplies & Maintenance (IWC LLC)** is now bound to provide the materials or services listed in RFP No.: 030410-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 060110-1**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this 16th **day of** November, **2010**

Michael A. Pastor, Chairman of the Board

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities & Land Management
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management

1400 East Ash Street
Globe, Arizona 85501
Phone (928) 425-3231 Ext. 8522
Fax (928) 425-8104

GILA COUNTY PUBLIC WORKS DIVISION

ADDENDUM #1 for Bid No. 060110-1

Janitorial Service, Globe, AZ

August 25, 2010

Note: The following amendments are hereby incorporated into the bid documents for the above stated project:

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1. Request for Proposals due date has been changed to **11:00 AM, Wednesday, September 8th**.

2. All individuals working for the awarded Contractor(s) must pass a background check in order to work for Gila County under this project.

3. Contract may be awarded to multiple Contractors depending on what is deemed to be in the best interest of Gila County.

4. Cost for janitorial services has changed to the following locations only (page 3 of bid):

   - Gila County Courthouse
   - Guerrero Complex
   - Michaelson Building
   - Health & Community Services Complex

   The following locations (page 3) will be negotiated at a later date once construction has been completed on buildings.

   - Facilities Management
   - Public Works Administration
   - Roads/Shop Building

5. Remove Price Sheet, page 24 of bid packet, and replace with the attached new Price Sheets requesting for the individual cost of the 4 facilities mentioned in above item #4.

6. Page 17, Section 2.2, of bid packet has been replaced with the following:

   2.2 The contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, cancelled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for four (4) additional twelve (12) month periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

7. Detailed location information:

Building	Square Footage	Floor	Bathrooms	Mop / Storage Closets
Gila County Courthouse	47,076	1st	8	1 / 1
		2nd	7	0 / 0
		3rd	10	1 / 0
Total			25	2 / 1
Guerrero Complex	5,976	1	2	0 / 0
Michaelson Building	7,952	1st	2	1 / 1
		2nd	2	1 / 1
Total			4	2 / 2
Health & Community Services Complex	27,581	1	6	3 / 1
WIC Building	1,792	1	1	1 / 0
Total			7	4 / 1

ORGANIZATIONAL HISTORY & EXPERIENCE

IWC Supplies and Maintenance (IWC LLC) is a full service commercial building custodial services firm. The principals of our company have over 40 years of experience in the janitorial industry. IWC Supplies & Maintenance is a not a franchise, and is operated and managed from our offices in Glendale Arizona. IWC LLC currently has 87 subcontractor and employee relationships, each of which is managed by a team of talented administrators and quality control managers that are committed to the company's mission of "Superior Service through Superior People". Our quality control managers are assigned by location of contract and over see up to 10 employees each.

IWC LLC will provide all administrative and quality control tasks and our main office will serve as the single point of contact for the Customer. The designated liaison for this contract will be Nat Tafoya, our General Manager and Matthew Tafoya our Administrative Manager.

The primary focus of operation for the last 40 years is the southwest region of the United States which includes Arizona, New Mexico, Texas, and Nevada. We service facilities ranging from 2,000 square feet to 2 million square feet all of which is administered from our company offices located in Glendale, Arizona. We are considered a small business and qualify as a minority owned business.

Most of our current and past contracts include campus and multi-site contracts where groups of building are cleaned and managed by a single contractor.

A Brief example of our local contracts that are similar to the sites being bid as part of this proposal:

Arizona Development & Health:
Flagstaff Glendale, Lake Havasu; Nogales, Parker, Safford, Show Low

Arizona Department of Public Safety:
Flagstaff, Holbrook, Tucson, Show Low

Arizona State Forestry Division
Flagstaff District

Arizona Game & Fish Department:
Alpine, Flagstaff, Phoenix

Arizona Department of Economic Security:
Eager, Flagstaff, Kearny, Mammoth, Somerton, Show Low

United States Department of Agriculture:
Flagstaff Forest Service

A Brief example of our larger campus and multi-site contracts:

Phelps Dodge @ Chino Mines; 350,000sf and 12 sites within city

Fedex; 219,000sf and 9 sites in AZ, NV & NM

Qwest; 195,000sf and 21 sites in AZ & NM

Bureau of Reclamation @ Hoover Dam; 895,000sf and 5 sites within area

Maricopa County - Flood Control and Administration; 654,000sf and 32 sites within area

ASU East; 315,000sf and 12 sites within campus

Department of Energy; 510,000sf and 5 large sites within city

Sky Harbor Airport- Phoenix; Terminal 2, 3 & 4

Kirtland Air Force Base; 1,020,000sf and 52 sites within base

Through our unique relationship-management style, IWC LLC prides itself in our ability to provide superior custodial services and professional management which results in the ultimate in facility cleanliness and our Customer's peace of mind.

CURRENT REFERENCE INFORMATION

Reference Contact Information

Name of Contact: **Sheri Dulback** Title: **Procurement Manager**

Email: Phone: **602.223.2187**

Company: **Department of Public Safety**

Address: **1204 E. Encanto**
Street Address *Suite #*

Phoenix **AZ** **85301**
City *State* *ZIP Code*

What types of services did you provide? Dates of Services Provided

Janitorial Services *10/1999-10/2012*

Reference Contact Information

Name of Contact: **Delia Reyes** Title: **Procurement Manager**

Email: Phone: **928.854.8732**

Company: **First Things First**

Address: **1979 McCulloch BLVD**
Street Address *Suite #*

Lake Havasu **AZ** **86403**
City *State* *ZIP Code*

What types of services did you provide? Dates of Services Provided

Janitorial Services *6/1994-6/2013*

Reference Contact Information

Name of Contact: **Bill Davis** Title: **Manager**

Email: Phone: **602.587.0193**

Company: **Arizona Game & Fish**

Address: **318 W. Deer Valley Rd.**
Street Address *Suite #*

Phoenix **AZ** **85027**
City *State* *ZIP Code*

What types of services did you provide? Dates of Services Provided

Janitorial Services *5/2008-5/2013*

Reference Contact Information

Name of Contact: **Sara Holder** Title: **Contract Officer Representative**

Email: Phone: **928.556.2018**

Company: **USDA FS, RMRS – Southwest Forest Service Complex**

Address: **2500 S Pine Knoll Drive**
Street Address *Suite #*

Flagstaff **AZ** **86001**
City *State* *ZIP Code*

What types of services did you provide? Dates of Services Provided

Janitorial Services *7/2009-7/2014*

KEY PERSONNEL/STAFFING INFORMATION

Staff Member		Background and length of time with your organization
Name:	Nat Tafoya	**30 yrs, Managerial work, Owner & founder of company that was bought by Capital. An expert in contract management and employee relations**
		Current job responsibilities
Title:	General Manager	**Plan & organize all activities of the company to achieve specific performance objectives**

Staff Member		Background and length of time with your organization
Name:	Matthew Tafoya	**10 yrs, Managerial and Sales work. Manager of Investment Services Firm. Extensive project management and employee relations.**
		Current job responsibilities
Title:	Administrative Manager	**Assists in managing the overall administration of the company. Responsible for the continued development of new accounts, sales, marketing and training.**

Staff Member		Background and length of time with your organization
Name:	Priscilla Cruz	**5 yrs, Managerial and Sales work, Former district manager of multi-million dollar franchise company. Excellent communication and employee relation skills.**
		Current job responsibilities
Title:	Office Manager	**Directs the day to day operations of the company. Including hiring, training & scheduling in accordance with company standards and policies. Responsible for the continued development of all team members**

Staff Member		Background and length of time with your organization
Name:	Jose Casares	**9 yrs, Supervision of Floor care maintenance. 11 years floor care manager worker, current QC floor care specialist and floor care route supervisor. Former floor care owner of own firm**
		Current job responsibilities
Title:	Floor Care Tech	**Plans & Implements all scheduled floor care tasks per Project Managers orders in order to adhere to contract specifications. Also coordinates all QC inspections so as to achieve specific performance objectives. Also responsible for the continued development of floor maintenance crews.**

Staff Member		Background and length of time with your organization
Name:	Linda Chavez	**8 yrs experience as Building Manager and QC Inspector. Working Supervisor.**
		Current job responsibilities
Title:	QC Supervisor – Northern AZ	**Responsible for several buildings in an assigned area of operation. Plans, organizes and directs the work of subordinates so as to achieve specified profit goals and maintains effective customer relations.**

QUALITY CONTROL PLAN

IWC Supplies & Maintenance (IWC LLC) will implement a Total Quality Management system of service control. This complete management and quality control program has been setup to ensure that all requirements of the contract are fulfilled. Through a system of effective communication, thorough training and detail inspections, IWC LLC strives to eliminate potential deficiencies through identification and correction in the quality of service before the level of performance becomes unacceptable.

IWC LLC will electronically track all correspondence regarding customer, employee and job site issues throughout the duration of the contract. Reports emails will notate date, time, sender, recipient and the message reference. All reports will be used internally to measure our performance and responsiveness, which will serve as a standard to improve upon.

IWC LLC plans to establish a self-sufficient team that will have authority and support to fulfill all contract obligations. This self-sufficient team will be directed by the Project Manager and Supervisors that are trained in effective communication skills and proper employee management techniques. They are not only responsible for Quality Control measures but also for the upkeep of employee morale. Managers are encouraged to motivate employees through positive yet constructive feedback of job performance.

All Supervisors fall directly under the leadership of the Project Manager. They are responsible for the overall performance quality of their staff at their assigned areas. A copy of the cleaning schedule will be on location for each supervisor to refer to them. The pertinent information will be high-lighted and explained in detail to the custodians. If IWC LLC supplies chemicals to the site then we will maintain a current copy of the corresponding **MSDS** sheets that pertain to all the chemicals that our company uses.

The foundation of our Quality Control Program is our Quality Control Manager's ability to communicate effectively with all levels of the team with accountability to Project Manager. Through monthly meetings between the Project Manager, Supervisors & maintenance staff everyone is kept informed of contract performance and schedule issues. IWC LLC will use Microsoft software programs schedule, track and report on all custodial activities that have occurred and that are scheduled to occur in the future. IWC Supplies & Maintenance also files report records that are completed by our QCM which shall be maintained for the duration of the contract. Quality Control reports will state Location/Area, time, date and assessment of location as well as customer satisfaction feed-back and corrective action. This information will be available to staff, management and customer representatives for review.

The quality control reports will denote quality levels of various tasks then comment on what corrective action should be taken. In the event that discrepancies are found the QCM will inform the responsible supervisor or lead technician of item(s), then recommend corrective action. Corrective action can include retraining, rescheduling, reassignment or replacement of maintenance staff. Each technician will have an opportunity to correct, review and sign off on a quality control review form.

All quality control inspections and quality control reviews will be available to review by customer representatives. There will be space provided to allow for customer comments and/or complaints. This QCP file will include any and all corrective action taken.
NOTE: IWC LLC Management is available for questions and/or comment via email at iwcllc@cox.net and via fax at 623-463-8147 and via office phone at 623-463-8144.