

**CITY CLERK
ORIGINAL**

**C-8676
10/22/2013**

**AGREEMENT FOR
BUS STOP POWER WASHING
City of Glendale Solicitation No. RFP 13-53**

This Agreement for Bus Stop Power Washing ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Triangle Services, Inc., an Arizona corporation, (the "Contractor"), as of the 23rd day of October, 2013.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 13-53 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors^N have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating

Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$200,000, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance

coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$2,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Frank M Saccente, General Manager
c/o Triangle Services
3702 E Roser Rd. Suite 27
Phx, AZ 84040
602 725-7237

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Jeff Henry, Transit Supervisor
6210 W. Myrtle Ave Bld S
Glendale AZ, 85301
Glendale, Arizona 85301
623-930-3516

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. **Entire Agreement; Survival; Counterparts; Signatures.**

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

- c The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

14. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

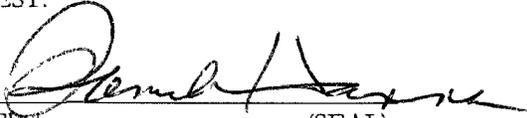
The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation



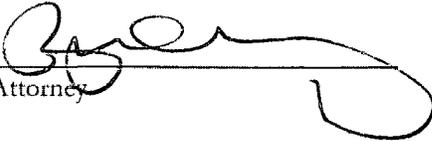
By: Brenda S. Fischer
Its: City Manager

ATTEST:



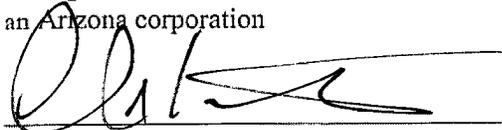
City Clerk (SEAL)

APPROVED AS TO FORM:



City Attorney

Triangle Services, Inc.,
an Arizona corporation



By: Frank M. Saccante
Its: Gen. Mgr.

EXHIBIT A

PROJECT

[See attached]



CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 13-53

DESCRIPTION: BUS STOP POWER WASHING

OFFER DUE DATE AND TIME: July 2, 2013, AT 2:00 P.M. LOCAL TIME

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the 3rd floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be time stamped at the Engineering Department's front counter. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See **Paragraph 2.3 for additional instructions for preparing an offer.**

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding
General Terms and Conditions contact:
Victoria Jackson, CPPB
Contract Analyst
623-930-2867
vjackson@glendaleaz.com

	<p>Solicitation Number: RFP 13-53</p> <p>BUS STOP POWER WASHING</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.0 SPECIFICATIONS

1.1 INTRODUCTION

- 1.1.1 The City of Glendale Transit Division requests proposals to establish a term contract from firms experienced in public bus shelter power washing.
- 1.1.2 The resulting agreement shall be to provide routine maintenance service for shelter, pads and all furniture within the scope. Contractor's pricing shall include all labor, equipment, materials, and travel necessary to provide a safe, clean and attractive passenger environment.
- 1.1.3 This solicitation and subsequent agreement is for power washing of all shelters, pads and shelter furniture as well as servicing the Park and Ride lot's pervious concrete four (4) times a year.

1.2 SCOPE

- 1.2.1 Several of Glendale's bus stops have shelters, benches, trash receptacles and/or other amenities.
- 1.2.2 Transit ridership and the perception and public support for transit is affected by the condition in which bus stops and passenger facilities are maintained. The Transit Division intends to provide passenger areas that will not only make transit a pleasurable experience, but also increase the number of passengers using transit.
- 1.2.3 The goal is to provide well-maintained, safe, clean, and attractive bus stops and passenger facilities at all times keeping all transit furniture, concrete pads, shelters and surrounding areas clean and free of all foreign debris, graffiti, trash, stickers, posters, stains, spills, spotting, bees, insects, etc.
- 1.2.4 The City of Glendale has made a commitment to the maintenance of clean and comfortable bus stops for its transit users. The resulting agreement is to address the cleanliness of bus stops throughout the City.
- 1.2.5 The Contractor shall be responsible to keep all transit furniture, concrete slabs, shelters and surrounding areas free of foreign debris, trash, bees, insects, etc.
- 1.2.6 There are approximately 169 locations with shelters and furniture and fifty (50) locations with benches and trash cans located at various bus stops throughout the

 <p>GLENDALÉ</p>	<p>Solicitation Number: RFP 13-53</p> <p>BUS STOP POWER WASHING</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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City. All locations shall at a minimum be serviced bi-monthly (six (6) times a year).

- 1.2.7 The quantities are subject to change during the term of the contract. Contract cost will change accordingly, based on unit cost proposal.

1.3 GENERAL SPECIFICATIONS

- 1.3.1 Routine cleaning of all bus shelters (see list of sites) shall be done bi-monthly (as scheduled) to assure a clean, attractive and safe bus stop. Contractor will conduct a visual check of each stop and immediately report items needing special repair or attention to assure bus stop area meets or exceeds requirements described in City Standards.
- 1.3.2 Power wash concrete pads to remove and keep all stains and foreign debris off of the concrete pads.
- 1.3.3 Remove foreign substances from transit furniture, concrete pad and sidewalk within a ten (10) square foot radius around the structure.
- 1.3.4 Power wash shelters and furniture with:
 - 1.3.4.1 Water
 - 1.3.4.2 A cleaning agent
 - 1.3.4.3 A soft wash waxing agent that enhances the paint finish
 - 1.3.4.4 Rinse with spot free water
 - 1.3.4.5 Wipe dry the furniture
- 1.3.5 Power wash the concrete pad and sidewalk within a ten (10) square foot radius of the structure.
- 1.3.6 Contractor shall be responsible for but not limited to:
 - 1.3.6.1 Keeping the bus stops free of all debris (cigarette butts, cups, newspapers, gum, food, etc.)
 - 1.3.6.2 Keeping the bus stops free of insects, bees, weeds, brush, overhanging trees, etc.
 - 1.3.6.3 Graffiti removal
 - 1.3.6.4 Notify the Contract Administrator or designee of any bus stop damage including missing signs



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- 1.3.6.5 Notify the Contract Administrator or designee of any overflowing trash cans. If the overflowing trash can is at the location being serviced, you will be paid the contracted rate for emptying the trash can.
- 1.3.7 A phone number will be provided for the Contractor for removal of shopping carts. The location of the shopping cart will need to be identified on the invoice.
- 1.3.8 Notify the Contract Administrator or designee of any type of hazard or safety issue.
- 1.3.9 Keep all non-city property off shelter/bench slabs (including magazine stands, etc.)
- 1.3.10 All garbage can lids (where applicable) shall be replaced and securely refastened at each visit. Notify Contract Administrator or designee of any missing lids.
- 1.3.11 Contractor shall have the highest consideration for the safety, comfort, cleanliness and convenience of transit passengers and adjacent property owners.
- 1.3.12 Contractor shall conduct visual checks of each stop and immediately report items needing special repair or attention to assure the bus stops meet City standards for cleanliness and safety.
- 1.3.13 Contractor shall perform work activities at times that shall maximize safety and minimize disruption to the community, transit passengers and transit operators. For example, whenever possible, avoid morning rush hour, evening rush hour and excessive noise, and that vehicles do not impede passenger boarding areas, etc. Whenever necessary, work shall be performed during early mornings or late evenings.
- 1.3.14 Contractor's vehicles shall make every attempt not impede normal traffic flow. In the event that Contractor's vehicle remains in the street, Contractor shall adhere to the City of Phoenix Barricade Manual.
- 1.3.15 Contractor shall submit a schedule for power washing. The schedule must be approved by the Contract Administrator or designee. All changes in scheduling must be approved by the City before they occur. The Contractor shall make every effort to stay on schedule each day and shall complete all work as scheduled, unless unforeseen circumstances out of the control of the Contractor cause delays. All scheduled items not completed during the week must be reported to the Contract Administrator or designee on Monday of the following week with an explanation of why the work was not completed and when this work will be completed. This report shall be in written form.



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1.3.16 Contract Administrator or designee shall determine if work not done on schedule constitutes non-compliance.

1.3.17 Contractor shall immediately contact the Contract Administrator or designee of all incidents that may result in a citizen complaint to the City.

1.3.18 Contractor must notify the Contract Administrator or designee of any public health or safety hazard as well as the owner of any miscellaneous items at bus stops, such as grocery carts.

1.4 PARK AND RIDE LOT MAINTENANCE
(located at 99 Avenue and Glendale Avenue)

1.4.1 PASSENGER WAITING AREA, WALKWAY AND BUS APRON

1.4.1.1 Contractor shall power wash the passenger waiting area, walkway and bus apron six (6) times a year following the same schedule as the shelter and bench locations every other month.

1.4.1.2 The cleaning requirements shall be the same as identified in section 1.3.

1.4.2 PERVIOUS CONCRETE LOT

1.4.2.1 Contractor shall flush and power wash the pervious pavement four times a year during the months of January, April, July and October.

1.4.2.2 Flushing shall consist of putting down enough volume of water that would clear the pervious concrete voids of any dirt or fine debris. Flushing and power washing of the pervious concrete will occur after 8:00 p.m. on weekdays or during the weekends. Flushing of the pervious concrete shall not be done if the overnight temperature falls below freezing (32 degrees Fahrenheit.) At no time during the flushing of the pervious concrete will a water truck come in direct contact with the pervious concrete. The water truck must stay in the major designated travel lanes which consist of standard concrete. The Contractor shall be responsible for the repair of the pervious concrete if it is found that the Contractor damaged the pervious concrete or that the water truck came into contact with the pervious concrete while flushing the pervious concrete.

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1.4.2.3 Contractor shall inspect all pervious concrete joints and clear all debris and rocks from the pervious concrete joints four times a year January, April, July and October at the Park and Ride at 99th Avenue and Glendale Avenue. This shall be done prior to the flushing of the pervious concrete. The Contractor shall use a method for clearing debris and rocks that prevent damage to the pervious concrete. The clearing of debris and rocks may be accomplished by manual clearing of the joint, spray washing, or a sweeping method approved by the City Contract Administrator or designee.

1.4.2.4 Contractor shall contact the City Contract Administrator or designee seven (7) business days prior to inspecting and clearing the debris of pervious concrete. Contact the City Contract Administrator or designee forty-eight (48) business hours prior to the commencement of flushing the pervious concrete allowing the City enough time to inform users of the Park and Ride that cleaning will occur on a specific date.

1.5 CALL BACKS

1.5.1 Contractor shall assign top priority to call backs. Required response time shall be no greater than four (4) hours after the City has contacted the Contractor unless Contract Administrator or designee has agreed to other terms. The Contractor must give an estimated time of arrival (ETA) at the time the City contacts the Contractor. All hazards must be eliminated from the site in order to protect the public from hazardous/dangerous conditions.

1.5.2 Supervisory personnel shall be available to receive phone calls from the City between the hours of 6:00 a.m. & 6:00 p.m., seven (7) days a week (a call on a weekend or holiday would be a rarity), 365 days a year.

1.5.3 Contractor shall notify the Contract Administrator or designee immediately after the site has been secured. Failure to do so may result in liquidated damages; refer to special terms and conditions.

1.6 PERSONNEL REQUIREMENTS

1.6.1 Contractor shall provide an employee uniform, shirt or vest bearing the Contractor's name and/or logo. This attire shall be fluorescent yellow or orange with reflective stripes for visibility to traffic and for personnel safety. Uniform shall be furnished by the Contractor.

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- 1.6.2 All employees and representatives of the Contractor shall be fluent enough in the English language to read and understand chemical labels and signs, as well as converse intelligently with City management and other personnel.
- 1.6.3 Contractor shall agree that any of its employees who may be assigned to perform work under this contract shall be used exclusively for that purpose during the time in which they are working in areas covered by this solicitation.
- 1.6.4 Contractor shall ensure that all individuals associated with providing this service will be trained in customer service techniques.
- 1.6.5 Contractor must furnish vehicles for employees while working in Glendale. All vehicles must be marked and easily identified with company name on them.

1.7 CONTRACTOR’S PERFORMANCE

- 1.7.1 Contractor shall furnish all necessary trained personnel, supervision, scheduling, equipment and tools (and their maintenance), cleaning supplies, and other consumables and accessories required to perform the service.
- 1.7.2 The City shall decide all questions that may arise as to the quality and acceptability of any work performed under the resultant agreement.
- 1.7.3 Before and after normal working hours, the Contractor must have an emergency telephone number where they can be contacted immediately, and the Contractor must call back within sixty (60) minutes of the originating call. The Contractor’s telephone number must be free of charge for City use.
- 1.7.4 If, in the opinion of the Contract Administrator or designee, performance becomes unsatisfactory the Contractor may be given up to two (2) days to correct the problems. If the Contractor does not initiate corrective action within the two (2) days, the City has the right to immediately complete the work to its satisfaction. Any and all costs associated to complete the work may be deducted from any amounts owed to the Contractor.
 - 1.7.4.1 A response in writing by the Contractor will be required detailing how the deficiencies will be corrected and avoid any reoccurrence.
 - 1.7.4.2 The Contract Administrator or designee shall have the right to cancel the contract.

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1.8 INVENTORY RESPONSIBILITY

1.8.1 Contractor shall maintain an adequate inventory of all materials and supplies necessary to perform within the work scope and time frame required.

1.9 CONTRACTOR'S EQUIPMENT

1.9.1 Through ownership, leasing or renting, the Contractor shall be responsible for providing all equipment required to satisfactorily complete the work. Vehicles and equipment utilized shall be maintained in a clean and mechanically sound condition and are subject to approval and review by the Contract Administrator or designee. Vehicles and equipment shall clearly identify the Contractor.

1.10 ADDITIONAL SERVICES

1.10.1 On rare occasions additional tasks and services, in addition to or separate from the services specified herein, may be required of the Contractor, for events and situations associated with providing comprehensive bus stop and passenger facilities maintenance. Additional service may include: cleaning of temporary bus stops, roadways, sidewalks, buildings, buses, special events, new service starts, and other tasks as required by the City. The Contractor shall provide all necessary personnel and equipment to perform the additional services including any needed increases in personnel and/or additional equipment, above and beyond what is currently provided by the Contractor. The Contractor shall be compensated for labor at the hourly rate or unit rate as specified in the agreement and City-approved material costs.

1.10.2 Within twenty-four (24) hours after a special project is complete; the Contractor shall prepare a report to send to the Contract Administrator or designee defining the work performed. Failure to do so may result in liquidated damages; refer to special terms and conditions.

1.10.3 The Contract Administrator or designee, prior to beginning work, must approve all additional work. Without the prior approval of the Contract Administrator or designee, the Contractor may not be compensated.

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1.11 INSPECTIONS

- 1.11.1 The City shall conduct random inspections of the areas covered under this contract.
- 1.11.2 The City and the Contractor may conduct joint inspection of areas on a regular basis. The date and time shall be mutually agreed upon.

1.12 PROPERTY DAMAGE

- 1.12.1 Contractor shall be responsible for repair of any damage to City property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the Transit Supervisor. Any repair/restoration of these damages shall be performed at no cost to the City.

1.13 SAMPLES/DEMONSTRATIONS

- 1.13.1 Contractor may be required to furnish a sample of the goods and/or demonstration of the services provided. Any sample submitted and/or demonstration performed shall create an express warranty that the whole of the goods and/or services shall conform to the sample demonstration. All samples become the property of the City unless designated otherwise by the Contractor.

1.14 SITE INSPECTION

- 1.14.1 Contractors are encouraged to visit the sites and familiar themselves with any conditions that may affect performance and quotation prices. Submission of a proposal will be evidence that the Contractor is aware of all conditions affecting performance and prices.

1.15 BILLING CYCLE

- 1.15.1 Contractor shall submit invoices for work done monthly if work is performed otherwise bi-monthly after work is completed. With each invoice, the Contractor shall submit a report with all location addresses indicating if the work was completed or was not completed. Attached to the invoice shall be a form identifying all locations with a scale from 1 to 5 indicating how dirty the location

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was before servicing it along with a comment section identifying any concerns. 1 indicating not dirty, 5 indicating very dirty.

1.16 SUBCONTRACTORS AND SUPPLIERS

1.16.1 Contractor shall complete the sub-contractors list with all subcontractors and suppliers who will perform various specialized tasks.

1.17 SECURITY

1.17.1 The City does not assume any responsibility, at any time, for the protection of or for loss of Contractor's materials during the term of this agreement.

1.18 STORM WATER REQUIREMENTS

1.18.1 The Contractor shall comply with all Federal, state and local environmental requirements. The Contractor must adhere to the City of Glendale's Storm Water Best Management Practices for bus shelter cleaning, painting, etc. If the Contractor has questions or concerns regarding the City's Storm Water Best Management Practices, or to obtain a copy of the practices, please call the Office of Environmental Resources at (623) 930-2580.

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2.0 SPECIAL TERMS AND CONDITIONS

2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City’s Materials Management Internet home page, www.glendaleaz.com/purchasing. Contractors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

2.2 RETURN OF OFFER One (1) hard copy marked as “original”, one (1) CD-ROM or flash drive containing all original documents in native Microsoft Word or Excel format and three (3) copies marked as copies. The original copy of the proposal should be clearly labeled "Original" and all submittals shall be single-sided, three hole punched and submitted in binders. The sections of the submittal should be tabbed, clearly identifiable and should follow the instructions noted in the Proposal Evaluation Requirements section of this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Contractor's proposal.

The Contractor shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter “See attachment for detail.”

2.3 PREPARATION OF OFFER PACKAGE Only the following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.3.1 OFFER SHEET**, Section 4.0
- 2.3.2 PRICE SHEET**, Section 5.0
- 2.3.3 ADDENDUM**, Return all addenda (if applicable)
- 2.3.4 SPECIFICATIONS**, Section 1
- 2.3.5 SUBMISSION REQUIREMENTS**, Section 3
- 2.3.6 COLLATERAL MATERIAL**, Additional collateral materials requested and those you feel would be necessary to better understand the products or services you are proposing.

2.4 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

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- 2.5 EVALUATION CRITERIA** The criteria is listed with their relative weights.
- 2.5.1** Capability of Firm and Experience 40%
 - 2.5.2** Cost 25%
 - 2.5.3** Equipment and Supplies 20%
 - 2.5.5** References 15%
- 2.6 INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. A Contractor shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Contractors are encouraged to submit written questions via electronic mail or facsimile, at least five (5) days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
- 2.7 EVALUATION PANEL** Submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Contractor whose proposal is determined to be the most advantageous to the City.
- 2.8 PANEL CONTACT** Contractor shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.9 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.10 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Contractors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Contractor for the costs associated with the interview process.
- 2.11 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Contractor submitting a proposal.

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2.13 PRIOR EXPERIENCE Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

2.12 PROPOSAL EVALUATION The City reserves the right to secure additional information from the Contractors in various forms and or to award based on submitted information.

2.14 DISCUSSIONS AND REVISIONS TO PROPOSAL Discussions may be conducted with responsible Contractor's who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Contractor's shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Contractor's. The purposes of such discussions shall be to:

- 2.14.1 Determine in greater detail such Contractor's qualifications, and
- 2.14.2 Explore with the Contractor the scope and nature of the project, the Contractor's proposed method of performance, and the relative utility of alternate methods of approach;
- 2.14.3 Determining that the Contractor will make available the necessary personnel and facilities to perform within the required time;
- 2.14.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

2.15 PRICE All prices quoted shall be firm and fixed for the specified contract period.

2.16 FOB POINT Prices quoted shall be FOB destination to: City of Glendale

2.17 TERM OF AGREEMENT The initial term of the contract shall be one (1) year upon approval by the City Council.

2.18 OPTION TO EXTEND The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year

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increments based on satisfactory contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

2.19 EVALUATION LITERATURE Proposals submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Proposals submitted without this product information may be considered as non-responsive and rejected.

2.20 INSURANCE Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier along with the applicable endorsements showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A- VII" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City, its officers, directors, employees, agents and assignees as an additional insured and shall be primary and non-contributory for any insurance and/or self-insurance coverage maintained by the City. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Contractor even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.



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Contractor must provide certification of insurance and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required below. All certificates and endorsements are to be received and approved by the City within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without ten (10) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

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

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	\$1,000,000
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2.21 WORKER'S COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is

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expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-contractors, shall be considered the employees of such Contractor, or his sub-contractor(s), and not the employees of the City.

- 2.22 NOTICE OF INTENT TO AWARD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the Contract Analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.
- 2.23 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.
- 2.24 PERMITS AND LICENSES** – The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 2.25 PUBLIC RECORD** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 2.26 CONTRACT NEGOTIATIONS** Exclusive or concurrent negotiations may be conducted with responsible Contractor(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Contractors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Contractors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Contractor. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

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2.27 EMERGENCY BUSINESS SERVICES During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the successful contractor(s). It is critical to the City that the Contactor's emergency contact information remains current. The Materials Management staff member, identified on page one (1), is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

2.28 LIQUIDATED DAMAGES If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar week of delay, the amount of \$50.00/location. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.

2.30 ADDITIONS/DELETIONS OF SERVICE Additional locations may be added from time to time. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

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3.0 SUBMISSION REQUIREMENTS / QUESTIONNAIRE

SUBMISSION REQUIREMENTS/ QUESTIONNAIRE

(See Evaluation Criteria for percentage breakdown in Section 2, #2.5)

Contractors may submit additional information to assist the evaluation team in determining your firm’s capabilities and experience; however, your firm at a minimum must submit the following:

3.1 CAPABILITY OF FIRM AND EXPERIENCE 40%

Contractors shall clearly meet or exceed the specifications. Contractor shall describe the overall experience and qualifications of the firm. Describe the Contractor’s resources, capabilities and the number of years in business. Include the number of staff that will be assigned to this contract. Describe the same or similar types of services you have provided including the same or similar types of metal structures you have serviced. The method you will use to rid areas of spills and stains. The method you will use to clean up what may appear as human or animal vomit. The method you will use to rid the areas of insects including but not limited to bees and ants. Describe your experience in cleaning Pervious concrete. The method you would use to clean the Pervious concrete.

3.2 COST 25%

The Contractor shall submit cost of service for items proposed.

3.3 EQUIPMENT AND SUPPLIES 20%

Contractor shall provide a complete list of equipment and supplies to be utilized throughout the term of the agreement. Include description of equipment, age of equipment, and number of units to be assigned to the City. Contractor shall list all chemicals to be used in the performance of this contract and shall submit Material Safety Data Sheets (M.S.D.S.) with the offer.

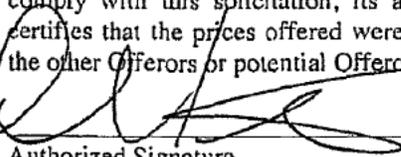
3.4 REFERENCES 15%

Provide with the offer, three letters of reference from companies for whom Contractor has provided similar products/services in the last twelve months. Also include company name, address, phone number, contract person, a description of the products/services provided with a description of any major variation to the requirements of this RFP. References must be in writing and included with Contractor’s response. Reference contact information only is not a viable substitute.

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4.0 OFFER SHEET

4.1 **OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

	Triangle Services, Inc.
Authorized Signature Frank M. Saccente	Company's Legal Name 3702 E. Roser Road, Ste. 27
Printed Name General Manager	Address Phoenix, AZ 84040
Title 602.725.7237	City, State & Zip Code 602.258.0103
Telephone Number fsaccente@triangleservices.com	FAX Number 7/2/2013
Authorized Signature Email Address	Date

For questions regarding this offer: (if different from above)

Contact Name	Phone Number	Fax Number
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Email Address _____

FEDERAL TAXPAYER ID NUMBER: 

Arizona Sales Tax No.  Tax Rate _____

Offeror certifies it is a: Proprietorship _____ Partnership _____ Corporation

Minority or woman owned business: Yes _____ No

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5.0 PRICE SHEET

The quantities referenced in this solicitation are an annual estimate ONLY and are to be used for evaluation purposes only. No commitment of any quantity is made during this contract; purchases are on an as-needed, if needed basis.

The not-to-exceed amount shall include all fees and costs associated with the purchase and shipment of the equipment. Tax shall not be included.

5.1 ITEM # 1: POWER WASHING

ANNUAL EST QTY	DESCRIPTION	UNIT COST	EXT. COST
1014	Shelter Unit Power Wash	\$ <u>29.00</u>	\$ <u>29,406.00</u>
300	Bench Unit Power Wash	\$ <u>10.00</u>	\$ <u>3,000.00</u>
	Subtotal		\$ <u>32,406.00</u>

5.2 ITEM # 2: PARK AND RIDE MAINTENANCE

ANNUAL EST QTY	DESCRIPTION	UNIT COST	EXT. COST
6	Passenger Walkway	\$ <u>155.00</u>	\$ <u>930.00</u>
6	Passenger Waiting Area	\$ <u>125.00</u>	\$ <u>750.00</u>
6	Passenger Bus Apron	\$ <u>65.00</u>	\$ <u>390.00</u>
4	Pervious Concrete Lot	\$ <u>300.00</u>	\$ <u>1200.00</u>
	Subtotal		\$ <u>3,270.00</u>
	GRAND TOTAL (Include Items #1 & #2)		\$ <u>35,676.00</u>

- Unit cost is the cost to wash the item one time (one unit one time).
- Ext. Cost is the unit cost times the annual cost.

Company Name Triangle Services, Inc.



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5.3 HOURLY RATE

Hourly rate for additional services (refer to Section 1.10) \$_____ an hour

5.4 CALL-OUTS

Unit cost for a call-out power washing of a bus stop \$_____

5.5 SCHEDULING AND LOCATIONS

5.5.1 SCHEDULE

Proposed Power Washing Schedule for Service Every Other Month.

Enter the number of the location on the week and day you propose to service that location. The schedule can be broken up where half of the locations are serviced one month with the other half of the location serviced the following month.

1 - First Week of the Month

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
# - #	# - #	# - #	# - #	# - #	# - #	# - #

2 - Second Week of the Month

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
# - #	# - #	# - #	# - #	# - #	# - #	# - #

3 - Third Week of the Month

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
# - #	# - #	# - #	# - #	# - #	# - #	# - #

4 - Fourth Week of the Month

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
# - #	# - #	# - #	# - #	# - #	# - #	# - #

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5.6 **TAX AMOUNT** Do not include any use tax or federal tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

Tax % 0

5.7 **DELIVERY** Contractor states that all items will be delivered _____ calendar days after receipt of order.

5.8 **PROCUREMENT CARD ORDERING CAPABILITY** See Section 2. Please check appropriate box.

- YES, I will accept payment under this contract with the Procurement Card.
- NO, I will not accept payment under this contract with the Procurement Card.

5.9 **DISCOUNT/PAYMENT TERMS:** The City standard is 2% 20 days.

Comply: YES | NO

If your answer is NO, please state terms offered: _____

5.10 **ADDITIONAL DISCOUNTS OFFERED:** Percent (%) discount offered for additional related services also provided by your company. None %

5.11 **EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT**

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____

Company Name Triangle Services, Inc.

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6.0 SUB-CONTRACTOR LIST

If any Contractor intends to sub-contract any portion of this contract, the Contractor must submit the Sub-contractor List which includes the name, address, license number (if applicable) of each Sub-contractor, including the extent of such sub-contracting, and include with the bid.

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____



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EXHIBIT A

LOCATIONS

KEY:

- EB = Eastbound (as you travel east)
- SB = Southbound (as you travel south)
- WB = Westbound (as you travel west)
- NB = Northbound (as you travel north)

- FS = far side of the intersection
- NS = near side of the intersection

For example: EB UNION HILLS FS 79 AV means: Traveling east on Union Hills; as you approach 79th Ave, the bus stop is on the other side of the intersection.

SHELTER & BENCH LOCATIONS:

	STREET DIRECTION INTERSECTING STREET	SHELTER STYLE	TRASH CAN	BENCH TYPE#
1	SB 43 AV FS PEORIA	5-SC 0805	4-TSC 0804	1-BC 0804
2	SB 43 AV FS OLIVE	5-SC 0803	4-TC 0801	1-BC 0802
3	SB 43 AV FS EL CAMINITO	1-S1002	6-T3004	1-2003
4	SB 43 AV FS NORTHERN	5-S1001	4-T07-04	1-B07-22
5	SB 43 AV FS FRIER	1-S1004	4-T3006	1-B2005
6	SB 43 AV FS ORANGEWOOD	5-S07-03	4-T3007	1-MISSING TAG
7	SB 43 AV NS NICOLET	1-S1006	4-T3008	Cement No #
8	SB 43 AV FS GLENDALE	5-S07-08	4-T3009	1-NO ID
9	SB 43 AV FS BETHANY HOME	5-SC 0804	6-TC 0803	1-BC 0806
10	SB 43 AV FS MONTEBELLO	1-S1142	4-T3204	1-NO ID
11	NB 51 AV FS GLENN	0	4-T3139	3-B2130
12	NB 51 AV FS MYRTLE	1-S1068	4-T3201	1-B2234
13	NB 51 AVE FS NORTHERN	6-SC0901	6-	1- BC0917&BC0918
14	NB 51 AV FS OLIVE	6-S1101	4-3140	1-B2140
15	NB 51 AV FS PEORIA	9-S 0713	5-TSC711	1-B 2030
16	SB 51 AVE FS THUNDERBIRD	5-S07-10	4-T3141	1-B2244
17	SB 51 AV FS CACTUS	1-S1102	4-T3142	PAINTED 1
18	SB 51 AV FS PEORIA	5 S 0714	5-TSC 712	1-2080
19	SB 51 AV FS OLIVE	6-S1008	6-T3011	1-B2010
20	SB 51 AV FS NORTHERN	2-S1009	4-T3012	NO BENCH
21	SB 51 AV FS MYRTLE	1-S1133	4-T3195	1-B2235
22	SB 51 AV FS GLENDALE	5-SC 0801	TC-1301	1 BC 0805



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	STREET DIRECTION INTERSECTING STREET	SHELTER STYLE	TRASH CAN	BENCH TYPE#
23	SB 52 AVE FS GLENDALE	1-S1093	4-3066	1-NO TAG
24	NB 55 AV NS NORTHERN	0	4- NO TAG	4-CEMENT NO #
25	SB 55 AV FS NORTHERN	5-S1093	4-T3128	1-B2236
26	NB 59 AV FS CAMELBACK	10-S1000	4-T3003	1-B2232
27	NB 59 AV FS COLTER	1-S1012	4-T3010	1-B2014
28	NB 59 AV FS MISSOURI	1-S1012	4-T3016	1-B2015
29	NB 59 AV FS BETHANY HOME	10-	4T3162	1-B2016
30	NB 59 AV FS ROSE LANE	1-S1015	4-T3018	1- B-2017
31	NB 59 AV FS MARYLAND	0	4-T3215	3-B2018
32	NB 59 AV FS GLENDALE AVE	9-S1016	1-T3020	0
33	NB 59 AV FS MYRTLE	1-S1017	4-T3021	1-B2234
34	NB 59 AV FS HAYWARD	2-S1018	4-T3023	1-B2021 1-B2022
35	NB 59 AV FS NORTHERN	5-SC1019	4-T3024	1-B2210
36	NB 59 AV FS OLIVE	10-S1020	1-T3210	5-B2112
37	NB 59 AV FS VOGEL	0	4-T3026	5-B2025
38	NB 59 AV FS BROWN	10-S1021	1-T3027	1-B2026
39	NB 59 AV FS PEORIA	11-S1022	4-T3028	1-B2027
40	NB 59 AV FS CACTUS	11-S1023	4-T3029	1-B2028 1-B2023
41	NB 59 AV FS SWEETWATER	1-S1024	6-T07-21	1B 07-04
42	NB 59 AV NS THUNDERBIRD	0	4-T3031	3-B2031
43	NB 59 AV FS CROCUS	0	1-T3033	5-B2033
44	NB 59 AV FS COUNTRY GABLES	11-S1046	1-T3034	1-B2034
45	NB 59 AV FS TIERRA BUENA	0	1-T3035	1-B2035
46	NB 59 AV FS TALAVI	1S1077	6-T07-17	1B2083
47	NB 59 AV FS BELL	2-S1131	4-T3079	1-B2201
48	NB 57 AV NS UTOPIA (Library)	1-S1119	6-T07-24	1-B2167
49	SB 59 AVE FS BEARDSLY	1-S1118	4-T3037	1-B2037
50	SB 59 AVE FS UNION HILLS	1-S1120	4-T3165	1-B2161
51	SB 59 AV FS BELL RD	5-S1121	4-0720	4-B07-13
52	SB 59 AV FS KINGS	2-S1007	4-t3014	1-B2007
53	SB 59 AV FS PARADISE	0	4-T3167	3-B2157
54	SB 59 AV FS NANCY	0	4-T3168	3-2160
55	SB 59 AV FS GREENWAY	0	4-T3005	3-B2235
56	SB 59 AV NS MAUI	0	4-T3040	3-B2161
57	SB 59 AV FS COUNTRY GABLES	0	4-T3171	1-B2162
58	SB 59 AV FS EVANS	0	1-T3172	1-B2163
59	SB 59 AV FS HEARN	0	4-T3173	1-B2164
50	SB 59 AV FS THUNDERBIRD RD	5-SC0705	4-TC0705	1-BC0705
61	SB 59 AV FS EUGIE		4-T3211	B 12-01



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	STREET DIRECTION INTERSECTING STREET	SHELTER STYLE	TRASH CAN	BENCH TYPE#
62	SB 59 AV FS SWEETWATER	10-S1123	1-T3175	1-B2165
63	SB 59 AV FS CACTUS	1-S1124	4-T3176	1-B2213
64	SB 59 AV FS SUNNYSIDE	1-S1125	4-T3177	1-B2170
65	SB 59 AV FS CHOLLA	1-S1126	4-T3178	1-B2171
66	SB 59 AV FS PEORIA	1-S1127	4-T3179	1-B2002
67	SB 59 AV FS BROWN	10-S 1128	1-T3180	1-B2214
68	SB 59 AV FS SUNNYSLOPE	5-SC0806	6-TC0805	1-BC 0801
69	SB 59 AV FS OLIVE	6-SC 0903	6-TC0901	1-BC901,1- BC0902
70	SB 59 AV NS SELDON	1-S1071	4-T3183	1-B2047
71	SB 59 AV FS ROYAL PALM	1-S1132	4-T3184	1-B2175
72	SB 59 AV FS NORTHERN	0	4-T3185	1-B2176
73	SB 59 AV FS HAYWARD	0	1-T3186	3-T2177
74	SB 59 AV FS ORANGEWOOD	0	1-T3187	3-B2178
75	SB 59 AV FS MYRTLE	5-S1142	6-T0712	1-B07-07
76	SB 59 AV FS GLENN DR	11-S1134	1-T3189	3-B2180
77	SB 59 AV FS GLENDALE	0	4-T3190	1-B2181
78	SB 59 AV FS KEIM	1-S1135	4-T3048	NO ID
79	SB 59 AV FS BETHANY HOME	1-S1141	4-T3193	1-B2057
80	SB 59 AV FS MONTEBELLO	0	4-T3194	1-B2043
81	SB 59 AV FS MISSOURI	1-S1136	4-T	1-B
82	SB 59 AV NS COLTER	1-S1137	6-T 0719	B07-20
83	NB 67 AV FS CAMELBACK	5-SC0704	4-TC0704	1-B2040
84	NB 67 AV FS MISSOURI	1-S1111	6-T3144	1-B2056
85	NB 67 AV FS MONTEBELLO	1-S1044	4-T-3221	1-B07-17
86	NB 67 AV FS BETHANY HOME	1-S1045	4-T3058	1-B2058
87	NB 67 AV FS GLENDALE AV	1-SC0703	4-TC0703	1-BC0703
88	NB 67 AV FS MYRTLE AV	5-S1047	4-T3161	1-B2060
89	NB 67 AV FS FRIER	5-S07-04	4-T3062	1-B2122
90	NB 67 AV FS BUTLER	1-S1048	4-T3063	1-B3062
91	NB 67 AV FS ALICE	1-S1103	4-T3064	1-B2063
92	NB 67 AV FS OLIVE	1-S1133	1-T3065	1-B2064
93	NB 67 AV FS SUNNYSLOPE	4-S1051	4-T3207	1/2-B2065 1/2- B2041
94	NB 67 AV FS MOUNTAIN VIEW	6-S1051	4-T3067	1-B2067
95	NB 67 AV FS PEORIA	5-S07-06	6-T07-11	1-
96	NB 67 AV FS CACTUS	1- ????	4-T-008	1-B2223
97	NB 67 AV FS WILLOW	0	4-T3069	1-B2069
98	NB 67 AV FS THUNDERBIRD	0	5-TSC-703	4
99	NB 67 AV FS GREENWAY	1-S1054	4-T3070	1-B2070



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	STREET DIRECTION INTERSECTING STREET	SHELTER STYLE	TRASH CAN	BENCH TYPE#
100	NB 67 AV FS KINGS	1-S1055	4-T07-07	1-
101	SB 67 AV FS BELL	11-S1005	1-T3072	3-B2072
102	SB 67 AV FS KINGS	0	4-T3073	3-B2073
103	SB 67 AV NS PARADISE LN	5-S1144	6-T3208	1-B2205
104	SB 67 AV NS NANCY LN	0	4-T3074	1-B2042
105	SB 67 AV FS GREENWAY	6-SC0902	6-TC0902	1BC0903,1BC0904
106	SB 67 AV FS OLIVE	3-S1058	1-B2076	3-
107	SB 67 AV NS DIANA	1-S1059	4-T3077	1-B2077
108	SB 67 AV FS BUTLER	1-S1060	4-T3078	1-
109	SB 67 AV FS GLENDALE	5-SC0701	4-TC0701	1-B2079
110	SB 67 AV FS OCOTILLO	1-S1031	4-T3209	B07-09
111	SB 67 AV FS MARYLAND	1-S1145	4-T-3138	1-B2160
112	SB 67 AV FS ROSE LN	1-#?	4-T3066	1-B2074
113	SB 67 AV FS BETHANY HOME	1-S1040	4-T3053	1-B2053
114	SB 67 AV FS MISSOURI	1-S1141	1-B2054	4-3054
115	SB 75 AV NS JOY LN	5-S07-11	1-T07-10	1-B07-23
116	SB 79 AV FS UNION HILLS DR	5-S1113	4-T3158	1-B2149
117	WB CAMELBACK FS 43 AV	1-S1083	4-NO ID	1-BC07-07
118	WB CAMELBACK FS 55 AV	1-S1084	1-T3153	1-B2202
119	WB CAMELBACK FS 65 AV	0	4-T3118	3-B2109
120	EB BETHANYHOME FS 83 AV	0	0	B 2040
121	EB BETHANY HOME FS 67 AV	2-S1062	6-T07-06	1-B2079,1-B2044
122	EB BETHANY HOME FS 59 AV	6-SC0908	4-T3040	1BC0905,1BC0906
123	EB BETHANY HOME FS 51 AV	1-S1063	4-T3082	1-B2082
124	EB BETHANY HOME FS 49 AV	1-S1064	4-T3196	1-B2206
125	EB BETHANY HOME FS 47 AV	1-S1032	4-T3084	3-B2084
126	WB BETHANY HOME FS 43 AV	5-SC0807	6-NO TAG	1-BC 0807
127	WB BETHANY HOME FS 48 AV	1-S1067	4-T3086	1-B2208
128	WB BETHANY HOME FS 59 AV	1-S1068	4-T3087	1-B2086
129	WB BETHANYHOME FS67 AV	1-S1036	4-T07-06	1-B2022
130	WB GLENDALE FS 43 AV	10s1080	1-0	1-B21010
131	WB GLENDALE FS 45 AV	0	4-T3109	3-B2102
132	WB GLENDALE NS 48 AV	10-S1081	1-T3110	1-B2227
133	WB GLENDALE FS 50 DR	10-S1082	1-	1-B2104
134	WB GLENDALE FS 51 AVE	1-S1007	4-T3013	1-B2061
135	WB GLENDALE FS 52 AV	0	4-T3021	3-B2105
136	WB GLENDALE FS 54 AV	0	4-T3113	3-B2106
137	WB GLENDALE FS 55 AVE	0	5-SPECIAL-07	WOOD BENCH



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138	WB GLENDALE FS 57 AVE	0	5-SPECIAL-07	WOOD BENCH
139	WB GLENDALE FS 58 DR	0	5-SPECIAL-07	WOOD BENCH
140	WB GLENDALE FS 61 AV	0	5-SPECIAL-07	WOOD BENCH
141	WB GLENDALE FS 62 AVE	0	5-SPECIAL-07	5-B2147
142	WB GLENDALE FS 63 AV	6-SC 0905	6-TC0905	1BC0919,1BC0920
143	WB GLENDALE FS 67 AV	5-SC0702	4-TC0702	1-BC0702
144	WB GLENDALE FS 71 AV	1-S1069	4-T3090	1-B2088
145	WB GLENDALE NS 75 AV	1-S1046	4-T3235	3-B2000
146	WB GLENDALE FS 83 AV	5 S07-16	4-T 3226	1-B2235
147	WB GLENDALE NS 89 AVE	5-S1042	6-T3229	1-B2055
148	WB GLENDALE FS 91 AV	5-S07-02	T-3075	1-B07-21
149	WB GLENDALE FS 93 AV	5-S07-01	6-T07-02	1-B07-10
150	WB GLENDALE NS 99 AVE	6-SC07-06	4-T3049	1-BC07-06
151	EB GLENDALE NS 83 AV	1-S1078	4-T3093	1-B2089
152	EB GLENDALE FS 81 AV	1-S 1003	4-T 3215	1-B 8628
153	EB GLENDALE FS 79 AV	5-S07-09	6-T07-15	1-B07-02
154	EB GLENDALE NS 76 DR	6-S1072	4-T3095	1-B2091
155	EB GLENDALE FS 75 AV	1-S1051	4-T3116	5-B-2123
156	EB GLENDALE FS 71 AV	S 07-12	T 3104	B 2153
157	EB GLENDALE FS 67 AV	6-SC0906	4-T3073	1BC0907,1BC0908
158	EB GLENDALE FS 65 AV	0	5-SPECIAL 07	WOOD BENCH
159	EB GLENDALE NS 64 AV	5-S1074	4-T3097	1-B2093
160	EB GLENDALE FS 60 AV	0	4-T3099	3-B2230
161	EB GLENDALE NS 58 DR	0	5-SPECIAL 07	WOOD BENCH
162	EB GLENDALE FS 57 AVE	0	5-SPECIAL 07	WOOD BENCH
163	EB GLENDALE FS 55 AV	6-SC 0907	6-T 3164	1BC0915,1BC0916
164	EB GLENDALE FS 54 AV	10-S1076	0	0
165	EB GLENDALE FS 51 AV	0	4-T3229/SPECIAL07	WOOD BENCH
166	EB GLENDALE FS 49 AV	0	5-T3103	1-
167	EB GLENDALE NS 47 AV	0	5-SPECIAL 07	1-B2135
168	EB GLENDALE FS 45 AV	0	5-SPECIAL 07	WOOD BENCH
169	EB GLENDALE FS 44 AV	0	4-T3106	1-B2231
170	EB GLENDALE NS 43 AV	10-S1078	1-T3107	1-B2061
171	EB NORTHERN FS 59 AV	5-S1085	1-T3120	1-B2111
172	EB NORTHERN FS 56 LN	5-S1086	4-T3121	1-B2112
173	EB NORTHERN FS 55 AV	5-S1087	4-T3122	1-B2225
174	EB NORTHERN FS 53 AV	1-S10889	4-T3123	1-B2114



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175	EB NORTHERN FS 51 AV	9-S1089	4-T3124	1-B2226
176	WB NORTHERN FS 43 AV	10-S1090	4-3125	1-B32224
177	WB NORTHERN FS 47 AV	5-S1091	4-T3126	1-B2117
178	WB NORTHERN FS 51 AV	9-S1092	4-T3127	1-B2118
179	EB OLIVE FS 61 AV	2-NO TAG 1-S1095 1- S1096	4-3182	3-B2179,3-B2121
180	EB OLIVE FS 59 AV		6-T01-05,6-T07-18	1-B0724,1-B0701
181	EB OLIVE FS 51 AV	1-S1097	4-T3134	1-B2125
182	WB OLIVE FS 43 AV	1- S 1111	4-NO TAG	1-B2048
183	WB OLIVE FS 47 AV	0	4-T3136	B-2144
184	WB OLIVE FS 51 AV	1-S1099	6-07-16	1-B2094
185	WB OLIVE FS 57 AV	0	T-0709	1-B-0706
186	WB OLIVE FS 59 AV	6-SC07-17	6 T-3049	1B2009 1B0000
187	WB OLIVE FS 61 AV	0	4-T3137	1-
188	EB ALICE FS 66 DR	1-S1029	4-T3260	1-B2038
189	EB PEORIA FS 67 AV	1-S1030	4-T3038	3-B2039
190	EB PEORIA FS 63 AV	1-S1075	4-T3131	1-B2129
191	EB PEORIA FS 59 AV	6-SC 0909	4-T3059	1BC0913,1BC0914
192	EB PEORIA FS 53 AV	0	4-T3042	1-B2242
193	EB PEORIA FS 51 AV	5-S 0703	6-T 0703	1-B ????
194	EB PEORIA FS 49 AV	0	4-T3044	3-B2044
195	EB PEORIA FS 45 AV	1-S1034	4-T3045	1-B2045
196	WB PEORIA FS 43 AV	5-SC0802	6-TC 0806	1-BC 0803
197	WB PEORIA FS 45 DR	1-S1035	4-T3047	1-B2218
198	WB PEORIA FS 51 AV	5-S 0715	5-TSC 713	1-B 2204
199	WB PEORIA FS 59 AV	5-S07-07	6-T07-13	1-B07-05
200	WB PEORIA FS 63 AV	1-S1037	4-T3050	1-B2050
201	EB THUNDERBIRD FS 59 AV	1-S1105	4-T3147	1-B2138
202	EB THUNDERBIRD NS 56 AV	1-S1106	4-T3036NO ID	1-NO ID
203	EB THUNDERBIRD FS 55 AV	0	1-T3149	3-B2217
204	WB THUNDERBIRD FS 51 AV	6-SC0910	4-T3188	1BC0909,1BC0910
205	WB THUNDERBIRD FS 52 DR	0	2-T3145	5-B2136
206	EB BELL FS 73 AV	8-S07-20	1-T3030	3-B2203
207	EB BELL FS 67 AV	10-S1109	1-T3155	1-B2145
208	EB BELL FS 63 AV	0	4-T3214	1-B2193
209	EB BELL FS 59 AV	1-S1108	6-T07-14	1-B2123
210	EB BELL FS 55 AV	1-S1112	4-T3145	1-B2148
211	WB BELL FS 57 AV	5-S1107	4-T3151	1-B2142
212	WB BELL FS 59 AV	6-SC 0904	6-TC0903	1BC0911,1BC0912



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	STREET DIRECTION INTERSECTING STREET	SHELTER STYLE	TRASH CAN	BENCH TYPE#
213	WB BELL FS 63 AV	0	4-NO ID	1-B07-05
243	WB BELL FS 67 AV	1-S1110	4-T3154	1-B2146
215	EB UNION HILLS FS 79 AV	5-S1114	4-T3159	1-NO ID
216	EB UNION HILLS FS 67 AV	1-S1116	4-T3198	1-B2152
217	EB UNION HILLS FS 59 AV	1-S1117	6-T-07-25	1-B2046
218	EB UNION HILLS FS 57 AV	9-	6-0	1-0
219	WB UNION HILLS FS 55 AV	5-1139	4-T-3203	T2797

EXHIBIT B

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation for services performed will be paid in accordance with section 5 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 during the entire term of the Project must not exceed \$40,000.00 a year or not to exceed \$200,000.00 over a 5 year period.

DETAILED PROJECT COMPENSATION

Contractor shall submit invoices for work done monthly after the work has been completed. With each invoice the contractor shall submit a report indicating completed and non-completed work

The report shall include

A scale of 1 to 5 (5 being very dirty) for each location indicatng how dirty the location was before servicing it. Each location must be rated each time it is serviced.

A comment section for each location addressing any concerns. Eamples: safety issues, trash can lid missing, location was not serviced due to construction, etc.

EXHIBIT C

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.