

# REQUEST FOR PROPOSAL (#20230004)

# JANITORIAL SERVICES CONTRACT

CONTRACTING AGENCY: BOYS & GIRLS CLUBS OF THE VALLEY (BGCAZ)

SOLICITATION RELEASE DATE: June 1, 2023

## **REGISTER FOR MANDATORY FACILITY TOURS**

By Wednesday, June 21, 2023 Email to the Solicitation Point of Contact: <u>chilo.figueroa@bgcaz.org</u> include company name, contact name, email, and phone number.

## MANDATORY FACILITY TOURS DAYS

(Start Time for each day and details will be provided when registering by email with Boys & Girls Clubs of the Valley Point of Contact):

**Day 1**: Friday June 23, 2023 Sites: 1. Bob Bove Branch, 2. Stewart Branch, 3. Jerry Colangelo Branch, 4. I.G. Homes Branch, 5. D-Backs Branch

**Day 2**: Monday, June 26, 2023 Sites: 1. Sands Branch, 2. Peoria Branch, 3. Rosenzweig Branch, 4. Gabel Branch, 5. Program Service Center Central

**Day 3:** Wednesday, June 28, 2023 Sites: 1. Superstition, 2. Grant Woods Mesa Branch, 3. Gilbert Branch, 4. AZ YouthForce Branch, 5. Thunderbird Branch

On-site visits expect to between 30 to 45 minutes at each site. A company representative (can be a different person each day) must be in attendance on all days.

Request For Information/Inquires: All questions must be received by Friday, June 30, 2023 at 5:00 pm submitted to chilo.figueroa@bgcaz.org

## ELECTRONIC SUBMITTED PROPOSAL DUE DAY/TIME: Wednesday, July 12 at 5:00 pm

Reference Section 7 of the RFP for Required Submittals

SUBMIT ELECTRONIC PROPOSAL TO <a href="mailto:facilities1@BGCAZ.org">facilities1@BGCAZ.org</a>

Estimated Award Date: Thursday, August 10, 2023

Desired Start Date: Friday, September 1, 2023

Boys & Girls Clubs of the Valley Janitorial RFP #20230004 for 17 Property locations

# Table of Contents

SECTIO	N 1-AGENCY DESCRIPTION AND SCOPE OF RFP		7
1.	AGENCY DESCRIPTION:	7	
2.	SCOPE OF THIS RFP:	7	
3.	CONTRACT PERIOD:	7	
SECTIO	N 2-INSTRUCTIONS		8
1.	SOLICITATION SCHEDULE:	8	
2.	SOLICITATION POINT OF CONTACT (POC):	8	
3.	MANDATORY FACILITY TOURS:	8	
4.	SUBMISSION OF PROPOSAL:	8	
5.	ADDITIONAL INFORMATION	9	
6.	INQUIRIES:	9	
7.	DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:	10	
8.	OFFERS NOT WITHIN THE COMPETITIVE RANGE:	10	
9.	DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:	10	
10.	BEST AND FINAL OFFERS (BAFO):	11	
11. EVA	ALUATION CRITERIA:	11	
SECTIO	N 3-SCOPE OF WORK		13
1. SIZE	OF LOCATIONS	13	
2.	DAILY, WEEKLY, MONTHLY RESPONSIBILITIES		
3.	SEMI-ANNUAL DEEP CLEAN SPECIFICATIONS	17	
4.	SITE INFORMATION & MAPS	18	
4.1	BOVE BRANCH	18	
4.2.	STEWART BRANCH SITE INFORMATION	20	
4.3.	COLANGELO BRANCH SITE INFORMATION	22	
4.5.	DENTAL CLINIC (CO-LOCATION @ I.G. HOMES) SITE INFORMATION	26	
4.6.	DIAMONDBACKS BRANCH SITE INFORMATION		
4.7.	SANDS BRANCH SITE INFORMATION	30	
4.8.	WISOTSKY / PEORIA BRANCH SITE INFORMATION	32	
4.9.	ROSENZWEIG BRANCH SITE INFORMATION		
4.10.	GABEL BRANCH SITE INFORMATION	36	
4.11.	PROGRAM SERVICE CENTER (PSC) OFFICE SITE INFORMATION		
4.12.	SUPERSTITION BRANCH SITE INFORMATION	40	
4.13.	GRANT WOODS MESA BRANCH SITE INFORMATION	41	
4.14.	ACADEMY (CO-LOCATION @ GRANT WOODS MESA) SITE INFORMATION	44	
	Boys & Girls Clubs of the Valley		Page   2

45

4.15.	GILBERT BRANCH SITE INFORMATION	45	
4.16.	AZ YOUTHFORCE OFFICE SITE INFORMATION	48	
4.17.	THUNDERBIRDS GUADALUPE BRANCH SITE INFORMATION	50	
SECTION	A-GENERAL TERMS AND CONDITIONS		
1.	OFFERS	52	
2.	ADDITIONAL INFORMATION	52	
3.	DEFINITIONS OF KEY WORDS	53	
4.	AWARD	54	
5.	PREPARATION OF OFFER:	55	
6.	EXCEPTIONS:	56	
7.	ADDENDA/ORAL ANSWERS:	56	
8.	BUSINESS IN ARIZONA:	56	
9.	LICENSES:	56	
10.	SUBMISSION OF OFFER:	57	
11.	OFFERS SUBMITTED:	57	
12.	AWARD OF CONTRACT:	57	
13.	PROTESTS:	58	
14.	FREE ON BOARD (FOB):	59	
15.	PRICE:	59	
16.	METHOD OF INVOICING:	59	
17.	METHOD OF PAYMENT:	59	
18.	PROGRESS PAYMENTS:	60	
19.	CONTRACTOR PROFILE CHANGES:	60	
20.	AUTHORIZED CHANGES:	60	
21.	SUSPENSIONS/TERMINATIONS OF WORK:	60	
22.	CONTRACTOR EMPLOYEES	60	
23.	CONTRACTOR PHONE NUMBER	60	
24.	BUILDING RESPONSIBLITY	60	
25.	CRIMINAL CONVICTIONS	61	
26. BACI	KGROUND SCREENING	61	
26.	12 BACKGROUND SCREENING- STANDARD RISK		61
27.	EMPLOYEE IDENTIFICATION	64	
28.	SMOKING	64	
29.	ALCOHOLIC BEVERAGES/ILLICIT DRUGS	64	
	Boys & Girls Clubs of the Valley		Page   3

30.	SOUND EQUIPMENT	64
31.	DOORS	64
32.	LIGHTING	65
33.	POWER SAFETY	. 65
34.	MECHANICAL, VENTILATING AND ELECTRICAL EQUIPMENT	65
35.	AIR CONDITIONING	65
36.	FLAMMABLES	. 65
37.	KEYS AND ACCESS CONTROL BADGES/SECURITY	65
38.	TRANSITION OF CONTRACT:	66
39.	FORCE MAJEURE	66
40.	ADVERTISING:	. 66
SECTION	5- SPECIAL TERMS AND CONDITIONS	
1.	CONTRACTOR'S SUPERVISION	67
2.	OWNER'S SUPERVISION	67
3.	INSPECTION	67
4.	PERIODIC INSPECTION	67
5.	BGCAZ CLEANING SERVICE PERFORMANCE REPORT -CONTRACT MANAGER EVALUATION	68
6.	IDENTIFYING MAINTENANCE NEEDS	69
7.	EMERGENCY NOTIFICATION TO BGCAZ	69
8.	EMPLOYEE BACKGROUND SCREENING	69
9.	STORAGE OF MATERIALS	69
10.	GARBAGE, WASTE DISPOSAL AND RECYCLABLES	70
11.	CLEANING SUPPLIES, PURCHASE AND DELIVERY	70
12.	NATURE OF WORK	70
13.	TEMPORARY WORK CHANGES	71
14.	CLEANING CYCLES (OTHER THAN DAILY)	71
15.	CONTRACTOR RESPONSIBILITIES	72
16.	SPECIFICATIONS FOR CLEANING LOCATIONS	72
17.	POST AWARD CONFERENCE	72
19.	EXCLUSIVE POSSESSION	73
20.	STRICT PERFORMANCE	73
21.	MISCELLANEOUS FEES	73
22.	STORAGE SPACE	. 73
23.	ENVIRONMENTAL PREFERRED PRODUCTS	73
24.	EQUIPMENT/SAFETY	74

25.		HAZARDOUS MATERIALS REQUIREMENT SDS	
26.		OSHA LAWS AND REGULATIONS75	
	26.1	EMERGENCY SPILL RESPONSE PLAN	75
	26.2	HAZARDOUS MATERIALS STORAGE	75
	26.3	OSHA GUIDELINE COMPLIANCE	75
	26.4	NON-HAZARDOUS MATERIALS LABELING SPECIFICATIONS	75
	26.5	CONTRACTOR TRAINING REQUIREMENTS	75
27.		HOT WATER76	
SECT	ION	6-INSURANCE AND INDEMNIFICATION	77
6.1		DEFENSE AND INDEMNIFICATION CLAUSE:	
6.2		CONTRACTOR'S INSURANCE:	
6.2.1	•	SCOPE AND LIMITS OF INSURANCE:	
6.2.1	.1.	COMMERCIAL GENERARL LIABILITY-OCCURANCE FORM	
6.2.1	.2.	AUTOMOBILE LIABILITY	
6.2.1	.3.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	
6.2.1	.4	CRIME INSURANCE (OR FIDELITY BOND)	
6.2.2	•	NOTICE OF CANCELLATION	
6.2.3	•	ACCEPTABILITY OF INSURERS	
6.2.4	•	VERIFICATION OF COVERAGE	
6.2.5		SUBCONTRACTORS	
6.2.6		APPROVAL	
SECT	ION	7-SUBMITTALS	80
Requ	iired	technical proposal forms:	
	۱.	Company Information & Person Submitting Offer (see Attachment 1)	80
	11.	Subcontractors Information (see Attachment 2)	80
	111.	Offer and Acceptance (see Attachment 3)	80
	IV. the t	Pricing Spreadsheet is a separate file for submission with the technical proposal); Pricing answers are parechnical proposal.	
	V.	References (see Attachment 5)	80
	VI.	Conflict of Interest Disclosure Certificate (see Attachment 6)	80
	VII.	Financial Questionnaire (see Attachment 7)	80
	VIII.	Addenda Acknowledgement (see Attachment 8)	80
	IX.	Offeror's Example Daily Report	80
	Х.	Offeror's Supervisor's QA Report	80
The C	Offer	or's Technical Proposal shall answer specific questions by sections:	

	I.	Method of Approach	80
	11.	Experience and Qualifications	80
	III.	Capacity	80
	IV.	Pricing Description	80
QUE	STIO	NNAIRE	
SECT	ION	8-ATTACHMENTS	82
1. CC	DMP	ANY INFORMATION FORM	
2. SL	ЈВСО	NTRACTOR INFORMATION FORM	
3. OI	FER	AND ACCEPTANCE FORM	
4. PF	RICIN	G FORM (EXCEL SPREADSHEET)	
5. RE	FER	ENCES FORM	
6. CC	ONFL	ICT OF INTEREST FORM	
7. FII	NAN	CIAL QUESTIONNAIRE	
8. A[	DDEN	IDA ACKNOWLEDGEMENT FORM93	
9. BC	GCAZ	DIRECTORS' CLEANING EVALUATION EXAMPLE FORM	
10. E	3GCA	Z CONTRACT MANAGER EVALUATION EXAMPLE FORM96	
11. E	BGCA	Z CORRECTIVE ACTION EXAMPLE FORM	

## SECTION 1-AGENCY DESCRIPTION AND SCOPE OF RFP

#### 1. AGENCY DESCRIPTION:

Replace with "The Boys & Girls Clubs of the Valley (BGCAZ) is a 501 (c) 3 non-profit organization supporting and developing community at-risk children with skills and personal growth through affordable after-school and summer programs for 18,000+ young people in grades K-12. For 75 years, BGCAZ has been creating equity and opportunity for youth through academic, social, and workforce opportunities. We help young people make healthy decisions and focus on social and emotional development to build resilient young adults. "

The organization (BGCAZ) operates 34 program facilities, of which 17 are stand-alone properties not collocated with a host school; this RFP covers the 17 stand-alone properties; the properties are located in Central, East and West Phoenix Valley. Of these 17 properties included are two administrative offices and a dental clinic. One site, Mesa Arts Academy, is co-located at the Grant Woods Branch and has exterior portable buildings that closed for one-month each year.

#### 2. SCOPE OF THIS RFP:

Provide Janitorial services at seventeen BGCAZ locations of which there are two locations with more than one facility collocated. The scope of work describes the requirements including details and frequency of services. The seventeen facilities are:

<u>No.</u>	Name	Address	REGION
1.	Bove Branch	301 E. Western Ave., Avondale, AZ 85323	West
2.	Stewart Branch	6629 W. Clarendon Ave. Phoenix, AZ 85033	Central
3.	Colangelo Branch	1755 N 34 <sup>th</sup> Ave. Phoenix, AZ 85009	West
4.	I.G. Homes Branch	1601 W. Sherman St. Phoenix, AZ 85007	Central
5.	Dental Clinic (colocation)	1601 W. Sherman St. Phoenix, AZ 85007	Central
6.	Diamondbacks Branch	548 W Southern Ave. Phoenix, AZ 85041	Central
7.	Sands Branch	4730 W. Grovers Ave., Glendale, AZ 85308	West
8.	Wisotsky/Peoria Branch	11820 N 81 <sup>st</sup> Ave., Peoria, AZ 85345	West
9.	Rosenzweig Branch	2242 W. Missouri Ave. Phoenix, AZ 85015	Central
10.	Gabel Branch	1330 N. 15 <sup>th</sup> St. Phoenix, AZ 85006	Central
11.	Program Service Center (PSC)-Central	4309 E. Belleview St. Phoenix, AZ 85008	Central
12.	Superstition Branch	2805 S Ironwood Dr, Apache Junction, AZ 852	10 East
13.	Grant Woods Mesa Branch	221 W. Sixth Ave. Mesa, AZ 85210	East
14.	Mesa Arts Academy (colocation)	221 W. Sixth Ave. Mesa, AZ 85210	East
15.	Gilbert Branch	44 N. Oak St., Gilbert, AZ 85233	East
16.	AZYouthForce Office	2602 W. Baseline Rd., Ste 25 Mesa, AZ 85202	East
17.	Thunderbird Guadalupe Branch	9225 S. Avenida Del Yaqui, Guadalupe, AZ 852	83 East

#### 3. CONTRACT PERIOD:

The Organization intends to award a single contract to a single awardee for base period of two (2) years (24 months) from determined start date, with single or multiple year renewal options, at the discretion of BGCAZ for any combination up to an additional three (3) years (36 months). All terms are subject to the termination clause in general conditions.

## **SECTION 2-INSTRUCTIONS**

### 1. SOLICITATION SCHEDULE:

The schedule is delineated on the front cover of this RFP. Amendments issued to this RFP can change the schedule dates.

#### 2. SOLICITATION POINT OF CONTACT (POC):

Chilo Figueroa, 602 954 8182, <u>chilo.figueroa@bgcaz.org</u> Located at the Program Service Center-Central.

#### 3. MANDATORY FACILITY TOURS:

Any company submitting a proposal must have representation at the Mandatory Facility Tours. The schedule of the tours is delineated on the front cover of this RFP. On-site visits are expected to be between 30-45 minutes per site. The company representative does not have to be the same person attending all three days of the tours.

By the deadline listed in the schedule on the front cover of this RFP, register for the Tours by submitting an email to the Solicitation Point of Contact at <u>chilo.figueroa@bgcaz.org</u> In the email, include company name, contact name, email, and phone number.

#### 4. SUBMISSION OF PROPOSAL:

- A. <u>Electronic Submission</u>. Proposal packages are the only submission required in response to this RFP. Electronic submission is mandatory. Any other submission other than the electronic requested is considered non-responsive and will be rejected. SUBMIT ELECTRONIC PROPOSAL TO <u>Facilities1@BGCAZ.org</u>.
- B. <u>Statement of Qualifications Amendment or Withdrawal.</u> An Offeror may modify or withdraw a PROPOSAL in writing at any time before PROPOSAL opening if the modification or withdrawal is received before the RFP due date and time at the location designated in the solicitation. A PROPOSAL may not be amended or withdrawn after the RFP due date and time.
- C. <u>Contract terms and conditions</u>, pricing, and information generally available to the public are not considered confidential information.
- D. <u>Non-collusion, Employment, and Services</u>. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
  - 1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
  - 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and
  - 3. By submission of this PROPOSAL, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

4. By submission of this offer, that no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

#### 5. ADDITIONAL INFORMATION

- a. <u>Unit Price Prevails</u>. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- b. <u>Taxes.</u> The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- c. <u>Late Proposal, Modifications or Withdrawals</u>. A PROPOSAL, Modification or Withdrawal submitted after the exact RFP due date and exact time shall not be considered.
- d. <u>Disqualification</u>. A PROPOSAL from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- e. <u>Offer Acceptance Period</u>. An Offeror submitting a PROPOSAL under this Solicitation shall hold it's offer open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the offer acceptance, the number of days shall be ninety (90).
- f. <u>Payment</u>. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days; the clock begins when a complete and "ACCEPTED as CORRECT" invoice is received by BGCAZ. If the offeror provides a discount to the amount requested for early payment (15 days from approved correct invoice), the offeror will note this on the pricing form. *FORM IN THE SUBMITTAL SECTION*
- g. <u>Waiver and Rejection Rights</u>. Notwithstanding any other provision of the solicitation, BGCAZ reserves the right to:
  - 1. Waive any minor informality.
  - 2. Reject any and all Statement of Qualifications or portions thereof; or
  - 3. Cancel a Solicitation.

#### 6. INQUIRIES:

All questions that arise relating to this solicitation should be directed via email to the primary point of contact and must be received no later than by Friday, June 30, 2023 at 5:00 pm. BGCAZ will not consider questions received after the stated deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of BGCAZ's management staff from date of distribution of this solicitation until after BGCAZ award(s) the contract(s). All questions concerning or issues related to this solicitation must be presented in writing.

Boys & Girls Clubs of the Valley Janitorial RFP #20230004 for 17 Property locations Primary point of contact will answer written inquiries in an **addendum and will email any addendums to those** <u>registered</u> for the mandatory facility tours of interested contractors; note that different people from the same company can attend different days, but must register in advance by emailing the BGCAZ Point of Contact, <u>chilo.figuerao@bgcaz.org</u> of their attendance. Those registering will receive information on the start time for the first tour of the day; the sequence is noted on the cover page of this RFP.

#### 7. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:

During deliberations, the BGCAZ Evaluation Panel will reach a consensus score for each evaluation criterion except price. As the last step in the evaluation, the Evaluation Panel will score the price, becoming part of the "overall consensus" score. "Overall consensus" scores will determine the Offerors' rankings, and which Offers are within the Competitive Range, when appropriate.

#### 8. OFFERS NOT WITHIN THE COMPETITIVE RANGE:

BGCAZ may notify Offerors of Offers that BGCAZ determined are not in the Competitive Range.

#### 9. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

9.1. BGCAZ will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by BGCAZ and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer.

9.2. INTERVIEWS - Offerors in the competitive range MAY be invited to participate in an interview with the BGCAZ evaluation panel where the offeror's method of approach and elaboration of their proposal. In addition, each finalist, at minimum shall prepare for the interview by receiving a list of questions from the Evaluation Panel. The interview will begin after introductions with the contractor presenting to the evaluation panel "why they are the best contractor to execute this contract for BGCAZ. After answers to the structured questions the evaluation panel will discuss aspects of the presentation and answers given. The entire interview will last no more than one hour's time. BGCAZ reserves the right to conduct more than one series of interviews as determined in the best interest of the BGCAZ.

9.3. If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, BGCAZ may discuss or negotiate the conditions, exceptions, reservations or understandings during these interviews. But BGCAZ in its sole discretion may reject all conditions, exceptions, reservations, and understandings, and BGCAZ may instruct any Offeror to remove the conditions, exceptions, reservations, or understandings. If the Offeror fails to do so, BGCAZ may determine the Offer is nonresponsive, and BGCAZ may revoke its determination that the Offer is in the Competitive Range.

9.4. To the fullest extent permitted by law, BGCAZ will **NOT** provide any information, to any Offeror **about other Offers** received in response to this solicitation. During discussions/interviews with Offerors in the Competitive Range, BGCAZ **WILL NOT** give Offerors specific price thresholds that Offerors must meet to qualify

for further consideration. BGCAZ may state that proposed prices are too high with respect to the BGCAZ budget and discuss ideas to reduce the offeror's price; this question will be asked of all interviewing offerors. Offerors will not be told of their relative rankings before Contract award.

#### 10. BEST AND FINAL OFFERS (BAFO):

10.1. A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in BGCAZ's sole discretion, may be afforded the opportunity to amend its Offer and make ONE BAFO. Once all interviews are completed to the satisfaction of BGCAZ, and deemed as needed by BGCAZ, those offerors in the competitive range will be requested by email to provide BGCAZ a Best and Final Offer (BAFO) for the solicitation. A BAFO request will be emailed to each offeror in the competitive range with specific areas for the offeror to address in their proposal response referred to as the BAFO.

10.2. If an Offeror's BAFO modifies its initial Offer, the modifications **must be clearly identified using highlighting** in the BAFO. BGCAZ will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. BGCAZ will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, BGCAZ will then perform final scoring and prepare final rankings.

10.3. The Evaluation Panel will recommend the Offer that is the best value and most advantageous to BGCAZ based on the evaluation criteria.

10.4. BGCAZ reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to BGCAZ based on the evaluation criteria, with or without conducting written or oral interviews/discussions with any Offeror, without negotiations, and without soliciting BAFOs.

#### 11. EVALUATION CRITERIA:

Award shall be made to the responsive and responsible Offeror whose proposal is determined to be the most highly rated based upon the evaluation criteria listed below. The evaluation criteria are listed in relative order of importance and more detail is provided in Section 3 – Scope of Work:

- Price
- Qualifications and Experience
- Method of Approach
- Responsiveness

Representatives of BGCAZ (Evaluation Panel) will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs of BGCAZ and satisfy the requirements of the RFP. However, offerors are cautioned that BGCAZ may proceed with an award based on information received in the original proposal and subsequent interviews (if held) without calling for additional discussions/interviews or Best and Final Offers.

Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used with a possible maximum score of 100 points. The following criteria are listed in order of greatest importance:

 A. Overall, Price and Unit Pricing – (40 Points Possible) Overall offered pricing and Unit Pricing will be Boys & Girls Clubs of the Valley
 Page | 11
 Janitorial RFP #20230004 for 17 Property locations considered. The Offeror will address this in their proposal offer.

- B. Experience/Expertise (30 Points Possible) Experience, expertise and qualifications of the firm and key personnel in providing required services. Previous experience with similar or like services as outlined in this RFP, Insurance EMR (safety) rating, reference evaluations, subcontractor management and financial information may also be considered. The Offeror will address this in their proposal offer.
- C. Method of Approach/Overall Program Offered (20 Point Possible) Demonstrated understanding of the scope and work required and the ability of the Contractor to deliver quality services in a timely and professional manner. This includes the method of approach, implementation plan, staffing and employee training, supplies and equipment, quality control, sustainability, safety program implementation, and reporting system. The Offeror will address this in their proposal offer.
- D. Responsiveness (10 Points Possible) Overall responsiveness of the proposal and providing the required information at time of RFP submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered. All forms and certifications have been completed, signed and submitted in the response.

# SECTION 3-SCOPE OF WORK

#### 1. SIZE OF LOCATIONS

	Facilities			
Building Name	Street Name	Sq. Footage	Cross Streets	
Bove Branch	301 E. Western Ave. Avondale, AZ. 85323	19,000	Dysart & Western	West
2 Stewart Branch	6629 W Clarendon Ave Phoenix AZ 85033	18,000	67th & Indian School	Central
3 Colangelo Branch	1755 N. 34th Ave. Phoenix, AZ. 85009	22,000	35th Ave & Mcdowell	West
I.G. Homes Branch	1601 W. Sherman St. Phoenix, AZ. 85007	12,700	16th Ave & Buckeye	Central
Dental Clinic (Co-Location)	1601 W. Sherman St. Phoenix, AZ. 85007	1,500	16th Ave & Buckeye	Central
Diamondbacks Branch	548 W. Southern Ave. Phoenix, AZ. 85041	19,000	5th Ave & Southern	Central
Sands Branch	4730 W. Grovers Ave. Glendale, AZ. 85308	16,000	47th & Grovers	
Wisotsky/Peoria Branch	11820 N 81st Ave Peoria AZ 85345	18,000	81st Ave & Cactus	West
Rosenzweig Branch	2242 W. Missouri Ave. Phoenix, AZ. 85015	17,000	23rd Ave & Missouri	Central
) Gabel Branch	1330 N. 15th St. Phoenix, AZ. 85006	13,000	15th St & Mcdowell	Central
PSC Central Office	4300 E Belleview Rd	10,300	44th & McDowell	Central
Superstition Branch	2805 S. Ironwood, Apache Junction, AZ	3,000	US 60 & Ironwood Dr.	East
Grant Woods Mesa Branch	221 W. Sixth Avenue, Mesa, AZ 85210	25,000	Country Club & Broadway	East
Mesa Arts Academy (Co-locat	221 W. Sixth Avenue, Mesa, AZ 85210	8,000	Country Club & Broadway	East
Gilbert Branch	44 N. Oak Street, Gilbert, AZ 85233	25,000	Elliot & Gilbert	East
AZ YouthForce Office	2602 W Baseline Rd #25, Mesa, AZ 85202	5,500	Baseline & Price Rd	East
Thunderbird Branch	9225 S. Avenida Del Yaqui, Guadalupe AZ 85283	19,000	Guadalupe & Priest	East

All Facilities	Daily	Weekly (unless otherwise noted)	Monthly
	(five (5) days per week)	Vendor to notify BGCAZ Contract Manager reoccuring days of each task	lanager reoccuring days of each task
	Empty waste & recycle baskets and replace liners	Dust partition walls <sup>9</sup>	Remove dust and cobwebs from ceiling areas
	Spot clean all windows <sup>3</sup>	Damp clean window ledges	Spray & Buff composite floors
	Clean and disinfect counters and sinks <sup>5</sup>		Dust blinds
Classrooms / Multi-Purpose Disinfect all door handles, push	Disinfect all door handles, push bars, switches, etc	Remove fingerprints from switches and doorframes 6	Extract carpet stains
_	Sweep composition floors <sup>1</sup>	Dust furmiture <sup>4</sup>	Damp clean baseboards
	Sweep & Mop VCT, Tile, and concrete floors <sup>2</sup>		Dust all vents up to 12ft. <sup>9</sup>
C	Vacuum all carpet and walk-off mats		Low dust surfaces <sup>8</sup>
	Remove mats to clean underneath on all surfaces		High dust surfaces <sup>9</sup>
	Disinfect tables		
	Disinfect Telephones		
	Report broker/defective items or graffiti to Branch Director		
	Empty waste & recycle baskets and replace liners	Dust furmiture 4	Remove dust and cobwebs from ceiling areas
	Clean and disinfect counters and sinks <sup>5</sup>	Damp clean window ledges	Dust blinds
Offices	Disinfect telephones	Remove fingerprints from areas <sup>6</sup>	Spray buff composition floors
	Disinfect all door handles, push bars, switches, etc	Remove fingerprints from areas <sup>6</sup>	Extract carpet stains
	Spot clean all windows <sup>3</sup>		Damp clean baseboards
	Spot clean desktops		Dust all vents up to 12ft. <sup>9</sup>
	Sweep composition floors <sup>1</sup>		Low dust surfaces <sup>8</sup>
	Sweep & Mop VCT, Tile, and concrete floors <sup>2</sup>		High dust surfaces <sup>9</sup>
	Report broken or defective items to Branch Director		
	Vacuum all carpet and walk-off mats		
	Remove mats to clean underneath on all surfaces		
	Report broker/defective items or graffiti to Branch Director		

#### 2. DAILY, WEEKLY, MONTHLY RESPONSIBILITIES

٢

Т

All Facilities	Daily	Weekly (unless otherwise noted)	Monthly
	(five (5) days per week)	Vendor to notify BGCAZ Contract Manager reoccuring days of each task	anager reoccuring days of each task
	Empty waste & recycle baskets and replace liners	Dust partition walls <sup>9</sup>	Remove dust and cobwebs from ceiling areas
	Spot clean all windows <sup>3</sup>	Damp clean window ledges	Spray & Buff composite floors
	Clean and disinfect counters and sinks <sup>5</sup>		Dust blinds
Classrooms / Multi-Purpose	Classrooms / Multi-Purpose Disinfect all door handles, push bars, switches, etc	Remove fingerprints from switches and doorframes	Extract carpet stains
Rooms	Sweep composition floors <sup>1</sup>	Dust furmiture <sup>4</sup>	Damp clean baseboards
	Sweep & Mop VCT, Tile, and concrete floors <sup>2</sup>		Dust all vents up to 12ft. <sup>9</sup>
	Vacuum all carpet and walk-off mats		Low dust surfaces <sup>8</sup>
	Remove mats to clean underneath on all surfaces		High dust surfaces <sup>9</sup>
	Disinfect tables		
	Disinfect Telephones		
	Report broker/defective items or graffiti to Branch Director		
	Empty waste & recycle baskets and replace liners	Dust furmiture <sup>4</sup>	Remove dust and cobwebs from ceiling areas
	Clean and disinfect counters and sinks <sup>5</sup>	Damp clean window ledges	Dust blinds
Offices	Disinfect telephones	Remove fingerprints from areas <sup>6</sup>	Spray buff composition floors
	Disinfect all door handles, push bars, switches, etc	Remove fingerprints from areas <sup>6</sup>	Extract carpet stains
	Spot clean all windows <sup>3</sup>		Damp clean baseboards
	Spot clean desktops		Dust all vents up to 12ft. <sup>9</sup>
	Sweep composition floors <sup>1</sup>		Low dust surfaces <sup>8</sup>
	Sweep & Mop VCT, Tile, and concrete floors <sup>2</sup>		High dust surfaces <sup>9</sup>
	Report broken or defective items to Branch Director		
	Vacuum all carpet and walk-off mats		
	Remove mats to clean underneath on all surfaces		
	Report broker/defective items or graffiti to Branch Director		

All Facilities	Daily	Weekly (unless otherwise noted)	Monthly
	(five (5) days per week)	Vendor to notify BGCAZ Contract Manager reoccuring days of each task	anager reoccuring days of each task
	Empty waste baskets and replace liners	Remove fingerprints from areas	Damp clean baseboards
Gymnasium	Clean, sanitize, and disinfect drinking fountains	Remove mats & dust mop all wood gyms floor bi- weekly (2 x per week)	
	Disinfect all door handles, push bars, switches, etc		
	Report broken or defective items to Building Manager		
	Empty trash and replace liners	Remove fingerprints from areas	Damp clean baseboards and window ledges
	Clean well around trash cans	Clean sanitize walls behind garbage cans and food prep area	Low dust surfaces <sup>8</sup>
Kitchen/ Cafeteria	Mop all exposed floors	Spray buff all composition floors bi-weekly (2 x per week)	High dust surfaces <sup>9</sup>
	Vacuum walk-off mats if applicable		Clean, sanitize, and disinfect all appliance surfaces and handles
	Clean, sanitize, and disinfect drinking fountains		Dust all vents up to 12 ft.
	Remove mats to clean underneath on all surfaces		Clean, sanitize, and disinfect all kitchen & cafeteria garbage cans
	Disinfect all door handles, push bars, switches, etc		
	Report broken or defective items to Building Manager		
	Empty trash and replace liners		Clean all exterior doors to remove dust, dirt , and cobwebs
Exterior	Spot clean exterior glass doors - main entrance		
	Report broken or defective items to Building Manager		

1. All composition floors are dust mopped with a microfiber type mop.

2. All composition floors are spot mopped with all-purpose cleaner specific to floor type.

3. All window and glass partitions are spot cleaned to hand height (70"). Not to exceed 12 feet.

4. Desks, chairs, tables, and office partitions will be included in the furniture dusting.

5. Vitreous fixtures that will be cleaned, sanitized and polished include toilet bowls, urinals and hand basins.

6. Fingerprints will be removed from doors, frames, light switches, kick plates, push plates, handles and railings, where applicable.

7. Gymnasium floors will be dust mopped. No wet mop or chemicals at all.

8. Low dusting will be done to hand height (70") and will include horizontal surfaces, shelves, ledges, etc.

9. High dusting will be done above hand height (70"), but limited to 144" and will include horizontal surfaces, shelves, ledges, ceilings, kitchen hoods, moldings, etc.

10. All other duties as requested within the scope of contractual obligation.

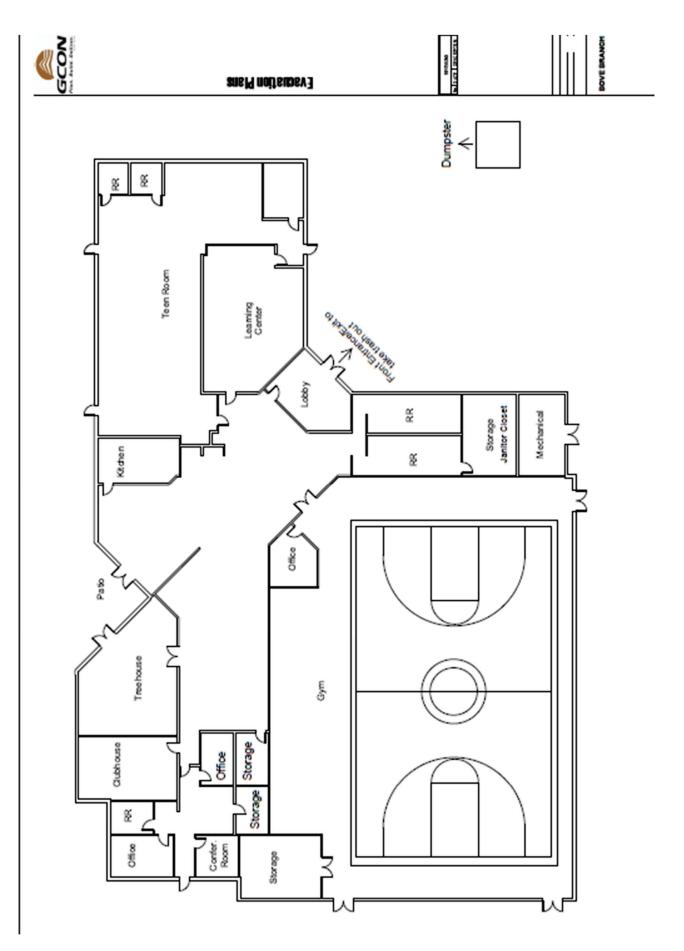
#### 3. SEMI-ANNUAL DEEP CLEAN SPECIFICATIONS

All Facilities	Description
	Wash all interior windows and glass partitions (both sides)
	Strip and wax VCT tile floors
	Extract all carpeting with Truck Mounted Extractor provided by vendor and remove stains including learning rugs
	Clean, sanitize, and disinfect surfaces, tops and bottoms of student's desks and chairs
Classrooms / Multi-Purpose Room	Clean, sanitize, and disinfect backpack cubbies
	Strip and Wax composition tile floors
	Remove dust and cobwebs from ceiling areas
Offices	Extract all carpeting with Truck Mounted Extractor provided by vendor and remove stains
	Strip and wax VCT tile floors
	Deep clean chrome fittings
	Deep clean urinals, toilets, and toilet seats
Restrooms	Deep Clean hard surface floor cleaning (pressure wash - anti bacterial)
	Scrub, sanitize, and disinfect walls and all floors
	Wash all windows and glass partitions (both sides)
Cafeteria / Kitchen	Clean, sanitize, and disinfect surfaces, tops and bottoms of cafeteria/eating tables and benches
	Deep Clean hard surface floor cleaning (pressure wash - anti bacterial)
	Wash out exterior trash cans
Entrances & Exterior	Hot pressure wash all exterior entrance ways, eating areas, and stairs removing gum and other debris

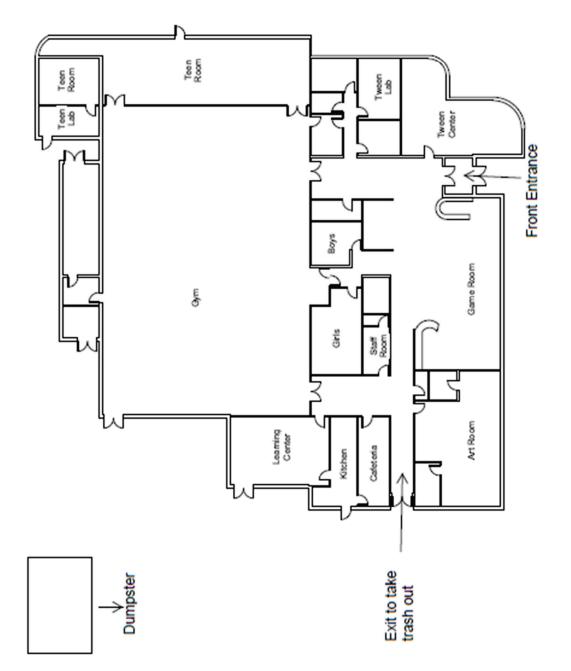
#### 4. SITE INFORMATION & MAPS

#### 4.1 BOVE BRANCH

Bob Bove Branch 301 E Western Ave, Avondale AZ 85323						
	301 E \	Nestern Ave, A	Avondale AZ 85323			
	Flooring	Approximate Square Feet	Hours of Operation Mon/Tues/Thurs/Fri2:30PM –7:00PM			
	Carpet	812	Wed12:00PM – 7:00PM			
	Ceramic Tile	987				
	Hardwood flooring	7,500				
Building Specifications	VCT	805				
- <b>I</b>	Lvt	7,042				
	Total	4:/333#				
	Building Description: Offices, lobby, conference room, gym, game room, art room, computer room, restrooms, patio area, parking lot					
	Restrooms, Kitchens, and Water Fountains					
	5 Restrooms-7s	stalls,7 urinals,9 sinł	ks, 1 kitchen, 2 waterfountains			
Cleaning Schedule	Mon-Fri	8:00PM–6:0	0AM			



		Stev	vart Branch		
	6629 V	V Clarendon Av	e Phoenix AZ 85033		
	Flooring	Approximate Square Feet	Hours of Operation Mon/Tues/Wed/Thurs2:30PM –7:00PM		
	Carpet	4,134	Fri7:00am – 6:00PM		
	Ceramic Tile	507			
	Tuflex Rubber	166			
Building	VCT	3,420			
Specifications	Sealed concrete	986			
	Lvt	903			
	Hardwood flooring	6,296			
	Total	16,400			
	Building Description:				
	Offices, lobby, conference room, gym, game room, art room, computer room, restrooms, patio area, parking lot				
	Restrooms, Kitchens, and Water Fountains				
	5 Restrooms-10 stalls, 2urinals, 10 sinks, 1 kitchen, 4 waterfountains				
Cleaning Schedule	Mon-Fri	8:00PM – 6:0	00AM		







ALC: DECIMAN

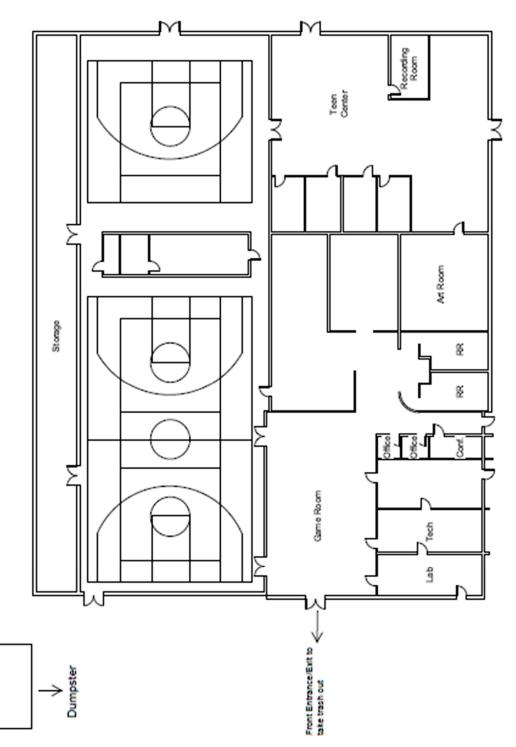
#### 4.3. COLANGELO BRANCH SITE INFORMATION

<b>Jerry Colangelo Branch</b> 1755 N 34 <sup>th</sup> Ave Phoenix, AZ 85009				
	Flooring	Approximate Square Feet	Hours of Operation Mon/Tues/Wed2:30PM –7:00PM	
	Carpet	5,443	Thurs12:00PM – 7:00PM	
	Ceramic Tile	4252	Fri1:00PM – 7:00PM	
	Finished Concrete	655		
Building	VCT	1035		
Specifications	Hardwood Flooring	10,000		
	Total	22,000		
	Building Description: Offices-5, lobby, conference room, gyms-2, game room, art room, computer room, learning center, teen center, studio, cafeteria, patio area, parking lot			
	Restrooms, Kitchens, and Drinking Fountains			
	5 Restrooms - 14 stalls, 3 urinals, 13 sinks			
	2 kitchens - 4 s	inks		
	3 mop sinks			
	7 drinking fountains			
Cleaning Schedule	Mon-Fri	8:00PM–6:00A	м	



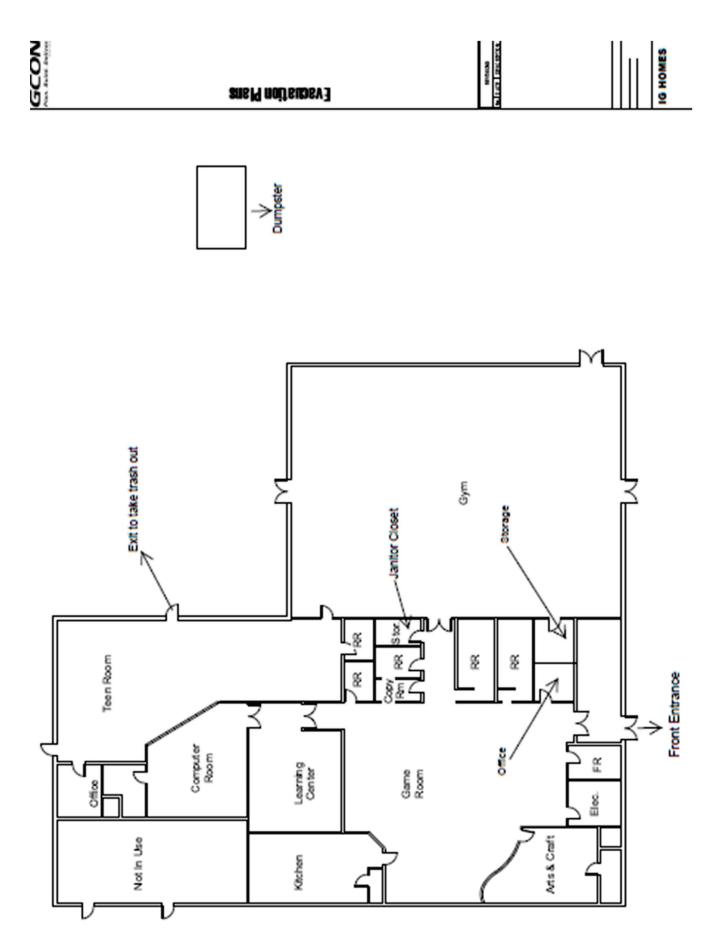


N 1.07 UK UK UK

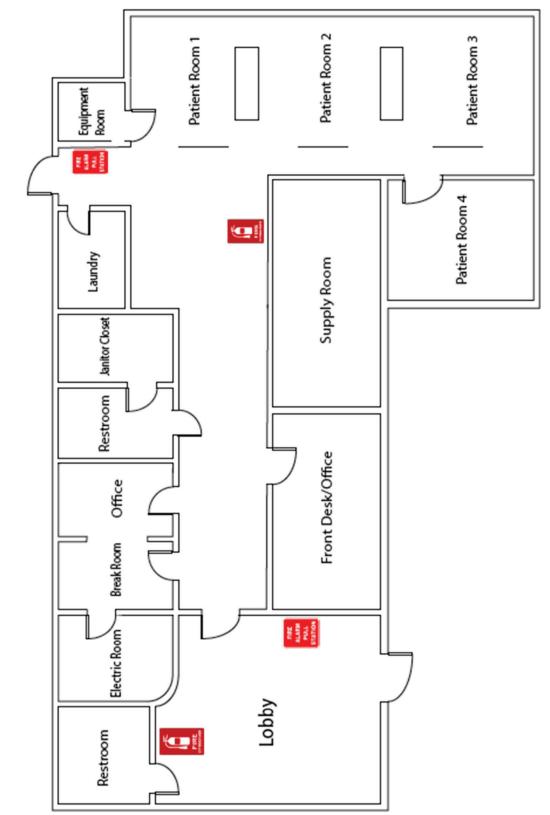


#### 4.4. I.G. HOMES BRANCH SITE INFORMATION

	1601 W		omes Branch Phoenix AZ 85007	
	Flooring	Approximate Square Feet	Hours of Operation Mon/Tues/Thurs/Fri2:30PM –7:00PM	
	Carpet	2,045	Wed12:30PM – 7:00PM	
	Ceramic Tile	900		
	Finished Concrete	415		
Building	VCT	2,640		
Specifications	Hardwood flooring	4,790		
	Composite	1,900		
	Total	12,700		
	Lobby, Game room/Lunch room, 4 offices, art room, kitchen, 6 bathrooms, Gym, teen game room, learning center, computer room, studio, patio area, parking lot Restrooms, Kitchens, and Water Fountains 6 Restrooms - 10 stalls, 2 urinals, 9 sinks 1 Kitchen – 4 sinks 1 basin sink 4 drinking fountains			
Cleaning Schedule	Mon-Fri	8:00PM – 6:0	00AM	

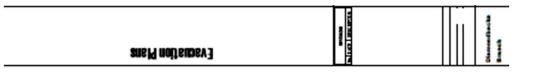


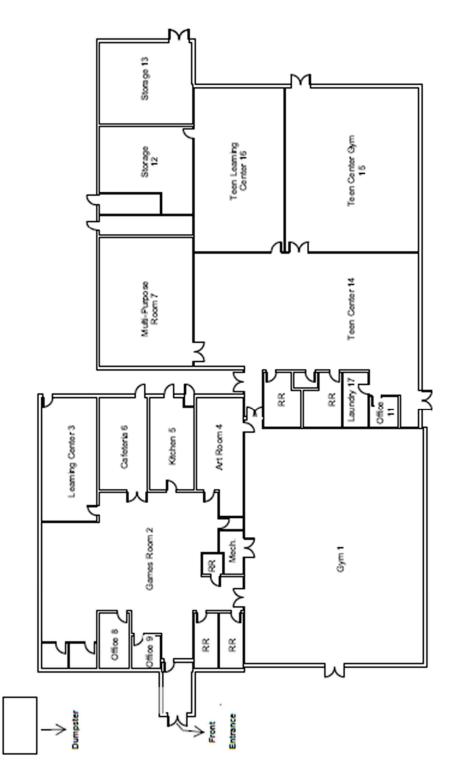
		L CLINIC mes Branch			
	Flooring	Approximate Square Feet	Hours of Operation Tues/Wed/Thur/Fri8:00 am – 6:00 pm		
	Carpet	95			
	Polished Concrete	1380			
	Total	1500			
Building Specifications Lobby/waiting room, 2 offices, kitchen, 4 patient rooms, supply room,					
	Restrooms, patient rooms, Drinking Fountains				
	2 Restrooms –	2 Restrooms – 2 stalls, 2 sinks			
	1 kitchen – 1 si	1 kitchen – 1 sink			
	4 patient rooms	4 patient rooms – 3 sinks			
	1 mop sink	1 mop sink			
	2 drinking fountains				
Cleaning Schedule	Tuesday, Wednesday, Thursday, Friday 8:00PM–6:00AM				
	The Dental Clinic is only operational four days per week				



# Dental Clinic

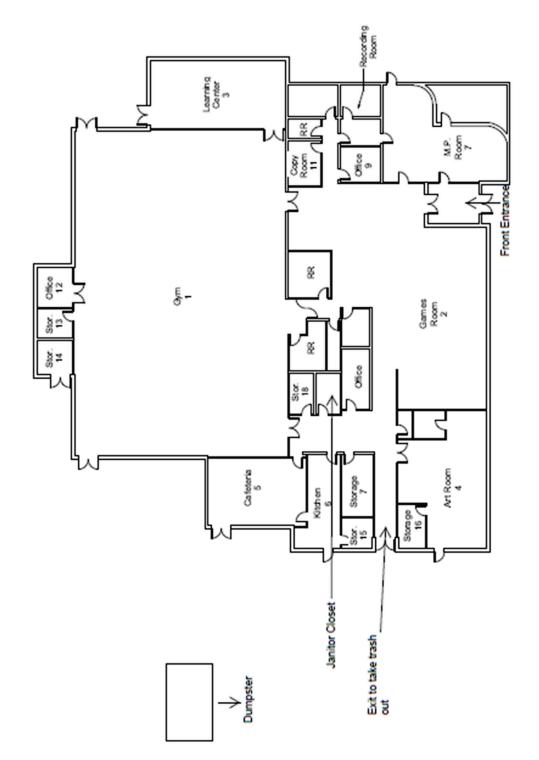
	548 W \$		<b>dbacks Branch</b> Phoenix AZ 85041		
	Flooring	Approximate Square Feet	Hours of Operation Mon/Tues/Thurs2:30PM –7:00PM		
	Carpet	238	Wed/Fri12:00PM – 7:00PM		
	Ceramic Tile	3,175			
	Composite	6,576			
Building Specifications	Tuflex Rubber	2,963	_		
Specifications	Hardwood Flooring	4,350			
	Total	17,300			
	Building Description:				
	Offices-4, lobby, conference room, gyms-2, game room, art room, computer room, cafeteria, restrooms, patio area, parking lot				
	Restrooms, Kitchens, and Water Fountains				
	5 Restrooms - 12 stalls, 4 urinals, 9 sinks				
	1 Kitchen – 4 sinks				
	1 mop sink				
	5 drinking fou	ntains			
Cleaning Schedule	Mon-Fri	8:00PM-6:0	0AM		





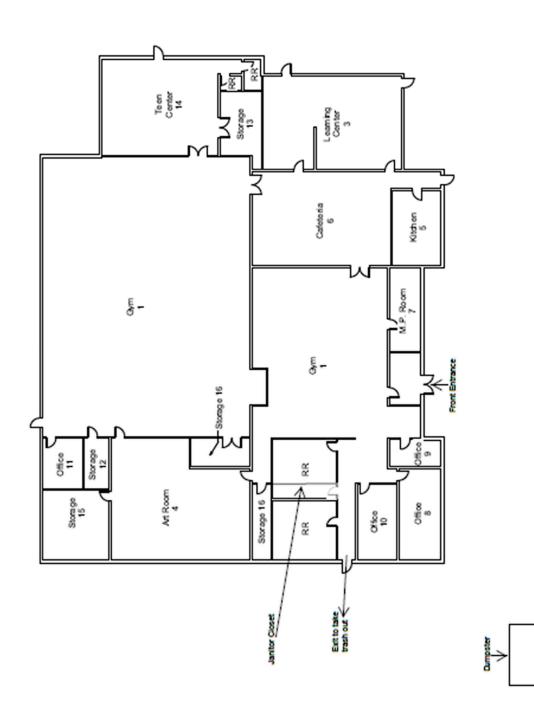
	4730 W (		nds Branch Glendale AZ 85308		
	Flooring	Approximate Square Feet	Hours of Operation Mon/Tues/Weds/Thurs2:30PM –7:00PM		
	Carpet	1,821	Fri12:00PM – 7:00PM		
	Ceramic Tile	418			
	lvt	110			
Building	VCT	3,590			
Specifications	Hardwood flooring	6,336			
	Sealed concrete	968			
	Total	18,000			
			Building Description:		
	Offices, lobby, conference room, gym, game room, art room, computer room, break rooms, restrooms, patio area, parking lot				
	Restrooms, Kitchens, and Water Fountains				
	9 Restrooms - 7 stal	ls,5urinals,,10 sin	ks, 1 kitchen, 2 waterfountains		
Cleaning Schedule	Mon-Fri	8:00PM – 6:0	00AM		





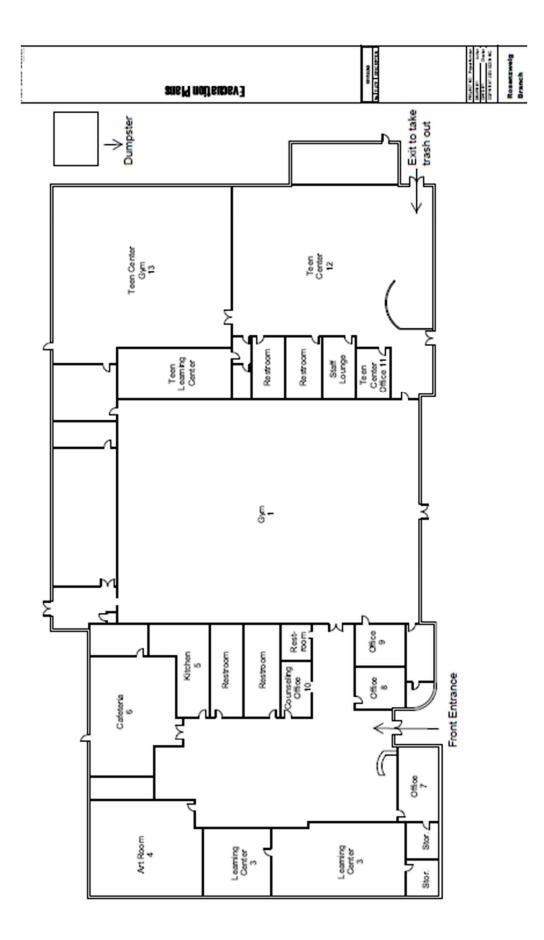
			oria Branch		
	Flooring	1820 N 81 <sup>st</sup> Ave F Approximate Square Feet	Hours of Operation Mon/Tues/Thurs/Fri2:30PM –7:00PM		
	Carpet	1,840	Wed12:30PM – 7:00PM		
	Ceramic Tile	418			
	Tuflex Rubber	877			
Building	VCT	1,782			
Specifications	Lvt	984			
	Hardwood flooring	4,830			
	Total	18,000			
	Offices, lobby, conf	Building Description: Offices, lobby, conference room, gym, game room, art room, computer room, restrooms, patio area, parking lot			
	Restrooms - 7 sta	Restrooms, Kitchens, and Water Fountains Restrooms - 7 stalls, 4 urinals, 9 sinks, 1 kitchen, 3 waterfountains			
	Mon-Fri	8:00PM – 6:0	00AM		
Cleaning Schedule					



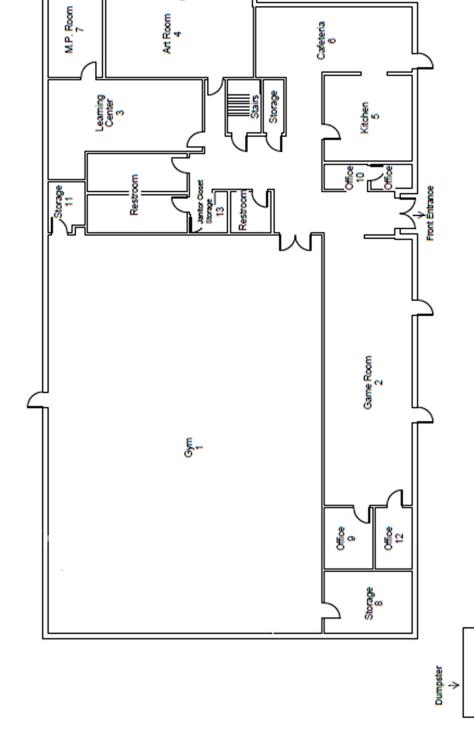


Bullet, Bulleton

			zweig Branch
	2242	W Missouri Ave	Phoenix AZ 85015
	Flooring	Approximate Square Feet	Hours of Operation Mon/Tues/Thurs/Fri…3:00PM –7:00PM
	Carpet	4,795	Wed1:00PM – 7:00PM
	Composite	365	
	VCT	2,747	
Building Specifications	Finished Concrete	1133	
Specifications	Hardwood Flooring	6,370	
	Total	17,000	
			Building Description:
	Restrooms, Kitchens, and Drinking Fountains		
	5Pootroomo 10	) stalls, 3 urinals, 7 sink	
	2 Kitchens -		•
	2 mop sinks		
	4 drinking fo	ountains	
Cleaning Schedule	Mon-Fri	8:00PM –	6:00AM



	13		bel Branch oenix AZ 85006		
	Flooring	Approximate Square Feet	Hours of Operation Mon/Tues/Thurs/Fri2:30PM –7:00PM		
	Carpet	3,368			
	Ceramic Tile	433			
	Composite	125			
Building	VCT	1,840	_		
Specifications	Hardwood Flooring	5,015			
	Total	13,000			
	Building Description:				
	Offices-2, lobby, conference room, gym, game room, art room, computer room, cafeteria, teen center, restrooms-4, patio area, parking lot				
	Restrooms, Kitchens, and Water Fountains				
	4Restrooms-8stalls, 4urinals, 4sinks				
	1 Kitchen – 4 sinks				
	4 drinking fountains				
Cleaning Schedule		Mon-Fri 8:00PM–6:00AM			



Evacuation Plans

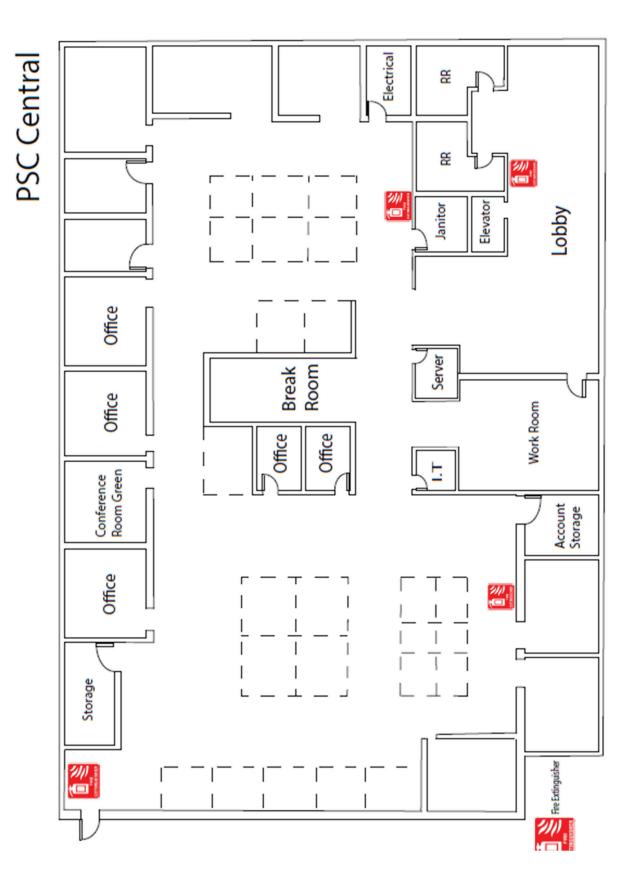
OULD IN DUCK

Program Service Center 4309 E Belleview Rd. Bldg 14 Phoenix AZ 85008					
	Flooring	Approximate Square Feet	Hours of Operation		
	Carpet	9,983	Monday – Friday8:00am – 5:00pm		
	Ceramic Tile				
	vст	280			
Building Specifications					
	Total	10,300			
			Building Description:		
	Offices-8, lobby, conference room -3, cafeteria, staircase				
	Restrooms, Kitchens, and Drinking Fountains				
	2Restrooms-5stalls,2urinals,4 sinks				
	1kitchens - 1 sink	1kitchens - 1 sinks			
	3 mop sinks				
	1 drinking fou	ntains			
Cleaning Schedule Mon-Fri 8:00PM-6:00AM					
Building 14 is a shared building between Boys & Girls Clubs of the Valley and Balsz School District					
Areas that Boys & Girls Clubs is responsible for cleaning (scope):					

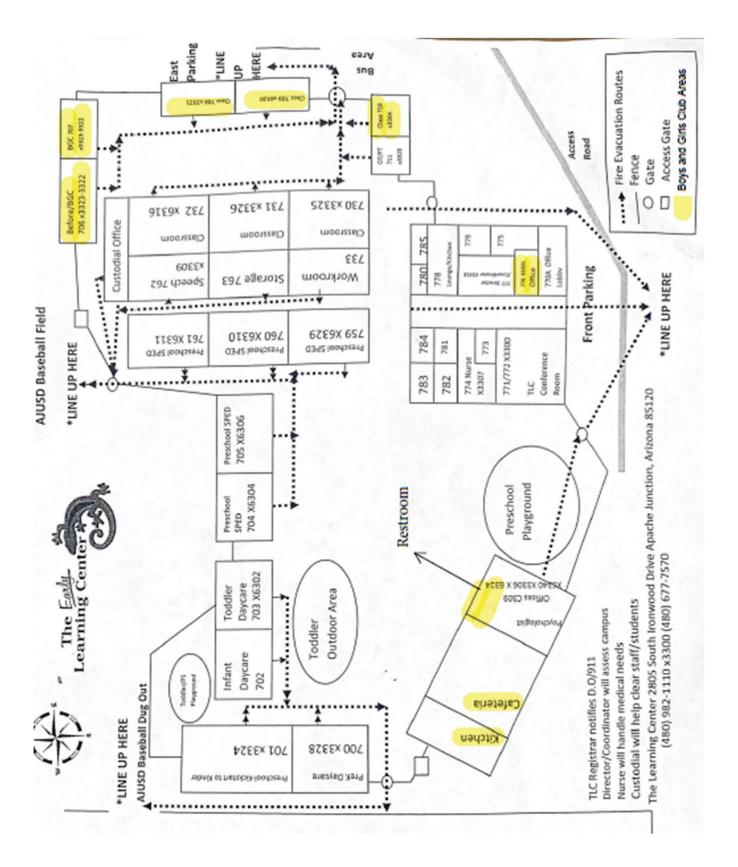
• Stairs starting on the first floor of the lobby and the entire second floor of Building 14

Dumpster is located around the back of the building and can be accessed via elevator and the exit door through the long corridor on the northwest side of the building adjacent to the conference center kitchen and single restroom. Trash to be transported over tiled surfaces only.

The exit doors located in the large carpeted conference rooms should not be used.

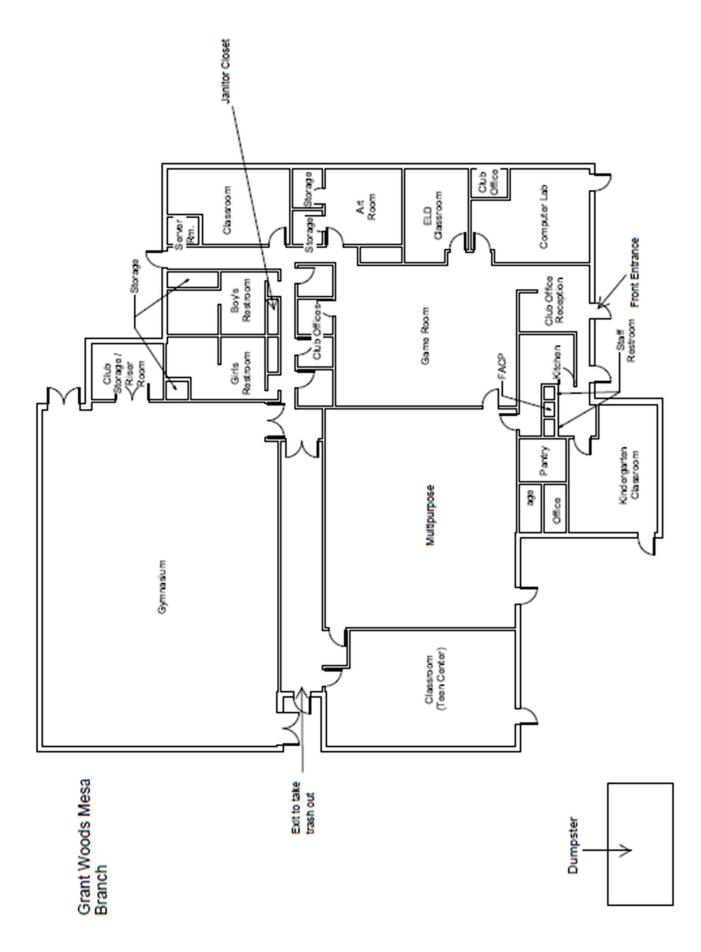


Superstition Branch						
2805 S Ironwood Dr, Apache Junction, AZ 85210						
	Flooring	Approximate Square Feet	Hours of Operation			
			Mon/Tues/Thurs/Fri2:30PM –7:00PM			
	Carpet	2,000	Wed12:30PM – 7:00PM			
	Ceramic Tile	400				
Building	VCT	900				
Specifications						
	Total	3,300				
		Bui	Iding Description:			
	Lunchroom, art roor	n, kitchen, 2 bathrooms, lea				
	Restrooms, Kitchens, and Water Fountains					
	2Restrooms - 6stalls, 2 urinals, 4 sinks					
	1 Kitchen – 1 sinks					
	1 basin sink					
	1 drinking fountains					
	Mon-Fri	8:00PM – 6:00AM				
Cleaning Schedule						
This Branch is located on a shared use campus with the Apache Junction School District. Please reference map to						
identify the rooms Boys & Girls of the Valley is responsible for cleaning (scope).						

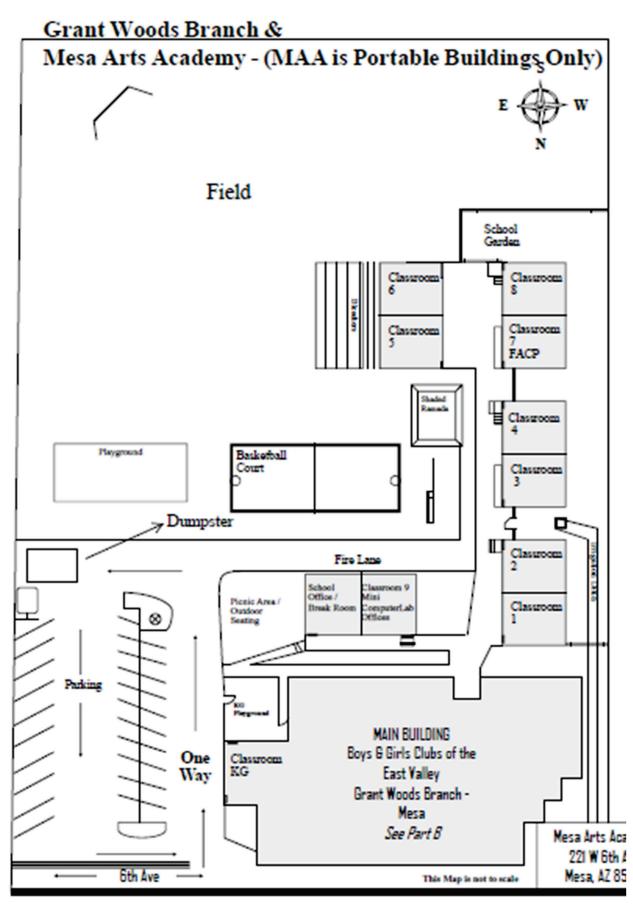


4.13. GRANT WOODS MESA BRANCH SITE INFORMATION

	221 \		ods Mesa Branch e, Mesa AZ 85210		
	Flooring	Approximate Square Feet	Hours of Operation Mon/Tues/Thurs/Fri3:00PM –7:00PM		
	Carpet	2,704			
	Ceramic Tile	6,360			
	Hardwood flooring	6,600			
Building Specifications	VCT	9,336			
	Total	25,000			
	lot 4Restrooms-10 1 Kitchen – 7 1 mop sink	Restrooms, Kitchens, and Water Fountains 4Restrooms-10 stalls, 2 urinals, 9 sinks 1 Kitchen – 7 sinks			
Cleaning Schedule	Mon-Fri	8:00PM–6:0	0AM		



Mesa Arts Academy (co-location @ Grant Woods Mesa Branch) 221 W. Sixth Ave. Mesa, AZ 85210					
	Flooring	Approximate Square Feet	Hours of Operation Mon - Fri7:00AM –300PM		
	Carpet				
	VCT				
			_		
Building			-		
Specifications	Total				
	Building Description:				
	10 Portable Classrooms				
Cleaning Schedule	Mon-Fri				
oreaning ochedule					
	Excluding approximately 30 days each July when the school is closed				



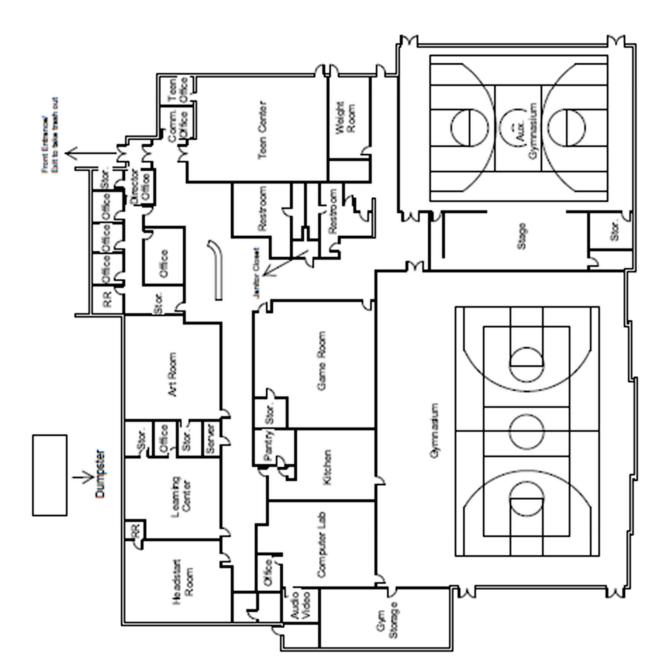
4.15. GILBERT BRANCH SITE INFORMATION

	44 N		<b>bert Branch</b> Gilbert AZ 85233		
	Flooring	Approximate Square Feet	Hours of Operation Mon/Tues/Thurs/Fri2:30PM –7:00PM		
	Carpet	3,424	Wed1:30PM – 7:00PM		
	Ceramic Tile	7,127			
	Hardwood Flooring	10,969			
Building	VCT	3,390	1		
Specifications	Total	25,000			
	Building Description:         Offices, lobby, conference room,2 gyms, game room, art room, computer room, learning center, head start room, restrooms, patio area, parking lot         Restrooms, Kitchens, and Water Fountains         4 Restrooms - 12 stalls, 4 urinals, 12 sinks         1 kitchen – 5 sinks         2 mop sinks         5 drinking fountains				
Cleaning Schedule	Mon-Fri	8:00PM–6:0	0AM		



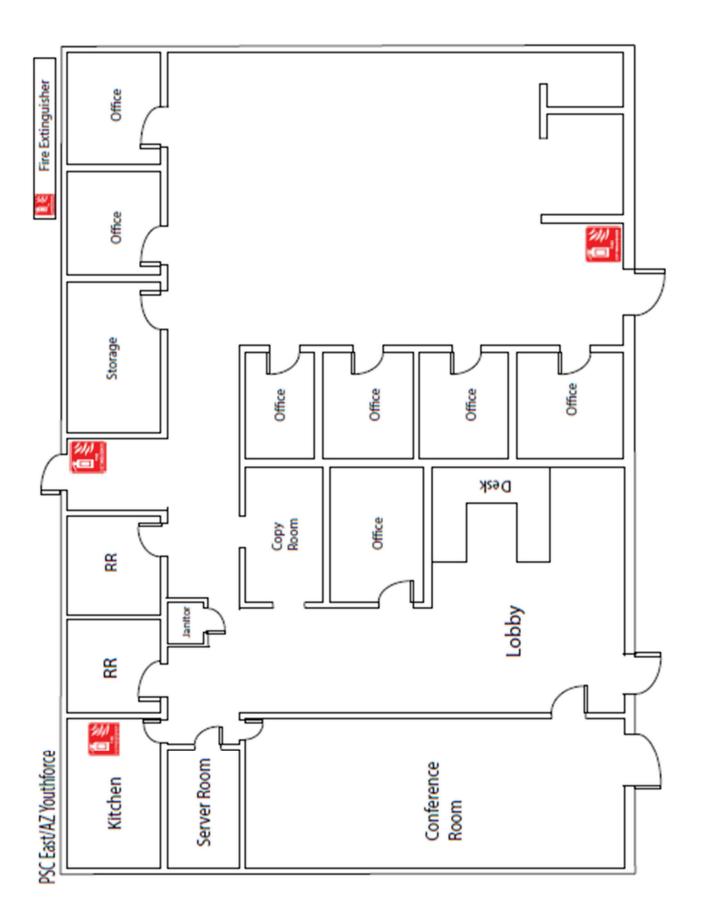
ç





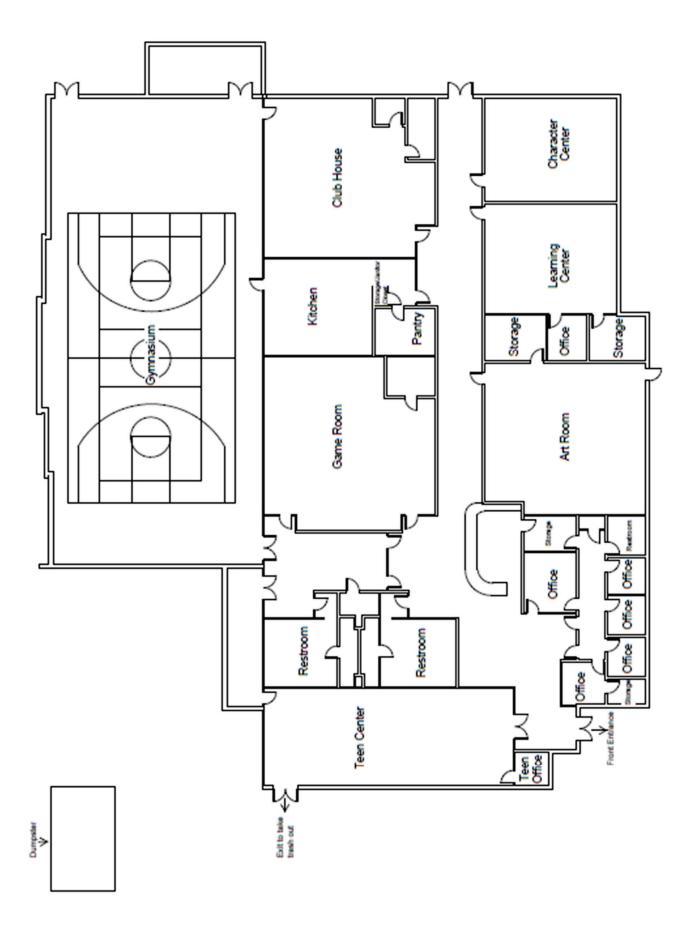
# 4.16. AZ YOUTHFORCE OFFICE SITE INFORMATION

AZ YouthForce 2602 W Baseline Rd Ste. 25 Mesa AZ 85202					
Flooring	Approximate Square Feet	Hours of Operation			
Carpet	5,500				
Ceramic Tile	559	Mon-Friday8:00am –5:00PM			
Building Specifications					
Total					
Building Description: Offices-7, lobby, conference room, cafeteria					
	Restrooms, Kitchens				
2Restrooms-2stalls,2sinks					
1kitchen - 1 sinks					
1 mop sinks					
Mon-Fri	8:00PM–6:00A	М			
	Mesa / Flooring Carpet Ceramic Tile Total Offices-7, lobby, conf 2Restrooms-2 stall 1kitchen - 1 sinks 1 mop sinks	Mesa AZ 85202         Flooring       Approximate Square Feet         Carpet       5,500         Ceramic Tile       559         Image: Complex of the system of the s			



#### 4.17. THUNDERBIRDS GUADALUPE BRANCH SITE INFORMATION

			erbird Branch
	9225 S Av	enida Del Yaqu	i, Guadalupe AZ 85283
	Flooring	Approximate Square Feet	Hours of Operation Mon/Tues/Weds/Thurs2:30PM –7:00PM
	Carpet	1,996	Fri12:30PM – 7:00PM
-	Composite	1376	
-	Hardwood Flooring	7448	
Building	VCT	1,989	
Specifications	Total	19,000	
	Building Description: 4 Offices, lobby, conference room, gym, game room, art room, computer room, learning center, cafeteria, restrooms, patio area, parking lot Restrooms, Kitchens, and Water Fountains 3 Restrooms - 8 stalls, 3 urinals, 7 sinks 1 Kitchen – 6 sinks 2 mop sinks 4 drinking fountains		
Cleaning Schedule	Mon-Fri	8:00PM – (	5:00AM



# SECTION 4-GENERAL TERMS AND CONDITIONS

- 1. OFFERS
  - A. <u>Electronic Submission</u>. Proposal packages are the only submission required in response to this RFP. Electronic submission is mandatory. Any other submission other than the electronic requested is considered non-responsive and will be rejected. SUBMIT ELECTRONIC PROPOSAL TO <u>Facilities1@BGCAZ.org</u>.
  - B. <u>Statement of Qualifications Amendment or Withdrawal.</u> An Offeror may modify or withdraw a PROPOSAL in writing at any time before PROPOSAL opening if the modification or withdrawal is received before the RFP due date and time at the location designated in the solicitation. A PROPOSAL may not be amended or withdrawn after the RFP due date and time.
  - C. <u>Contract terms and conditions</u>, pricing, and information generally available to the public are not considered confidential information.
  - D. <u>Non-collusion, Employment, and Services</u>. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
    - 1. The prices have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
    - 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment; and

# 2. ADDITIONAL INFORMATION

- 1. <u>Unit Price Prevails</u>. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 2. <u>Taxes.</u> The amount of any applicable transaction privilege or use tax of a political subdivision of this state will not be a factor when determining lowest bidder.
- 3. <u>Disqualification</u>. A PROPOSAL from an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- 4. <u>Offer Acceptance Period</u>. An Offeror submitting a PROPOSAL under this Solicitation shall hold it's offer open for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the offer acceptance, the number of days shall be ninety (90).

- 5. <u>Payment</u>. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days; the clock begins when a complete and "ACCEPTED as CORRECT" invoice is received by BGCAZ. If the offeror provides a discount to the amount requested for early payment (15 days from approved correct invoice), the offeror will note this on the pricing form. FORM IN THE SUBMITTAL SECTION
- 6. <u>Waiver and Rejection Rights</u>. Notwithstanding any other provision of the solicitation, BGCAZ reserves the right to:
  - a. Waive any minor informality.
  - b. Reject any, and all Statement of Qualifications or portions thereof; or
  - c. Cancel a Solicitation.

# 3. DEFINITIONS OF KEY WORDS

Shall, Will, Must:	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
Should:	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, BGCAZ may, at its sole option, ask the Contractor to provide the information or evaluate the offer without the information.
May:	Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

"A.R.S."	Arizona Revised Statute
"Buyer" or "Procurement Officer"	Boys & Girls Clubs of the Valley staff person responsible for the solicitation. Boys & Girls Clubs of the Valley employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"BGCAZ"	Boys & Girls Clubs of the Valley non-profit organization
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the Boys & Girls Clubs of the Valley.
"Contract" or Agreement"	The legal agreement executed between the BGCAZ and the Contractor.

"Days"

"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
"Offer"	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
"Offeror"	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from BGCAZ. Same as Bidder or Proposer.
"Solicitation"	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, or any other type of formal procurement which BGCAZ makes public through advertising, mailings, or some other method of communication. It is the process by which BGCAZ seeks information, proposals, bids or quotes from suppliers.
"Suppliers"	Firms, entities or individuals furnishing goods or services to BGCAZ.
"Vendor or Seller"	A seller of goods or services.

#### 4. AWARD

- A. <u>Contract Commencement</u>. An Offer does not constitute a Contract with BGCAZ, nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by BGCAZ with an authorized signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- B. <u>Effective/Start Date</u>. The effective date of this Contract shall be the date that BGCAZ Authorized Designee signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract. The Services Start date for all properties will be the first calendar day of the following month,

after the issuance of the Notice to Proceed (NTP) by the BGCAZ Chief Financial Officer (CFO); the period between the effective date and the NTP will allow the contractor to provide the required documents to the solicitation POC for acceptance and approval.

C. <u>Final acceptance</u>. Required documents from the offeror after the effective date require "final acceptance" contingent upon the approval of the Chief Financial Officer.

# 5. PREPARATION OF OFFER:

5.1 The Offer consists of all the submittal forms and the proposal response to the sections of questions provided; the response is has two files, the technical proposal and the pricing proposal; the Pricing proposal is the pricing spreadsheet. The technical proposal file is combining everything that is not pricing. The combination of the two files is considered the complete Offer.

All forms provided in Submittal Section must be completed and submitted with the offer. All forms requiring signature must be completed and returned as part of your offer, or your offer may be deemed non-responsive.

The listing of required technical proposal forms:

- 1. Company Information
- 2. Person Submitting Offer
- 3. Subcontractors Information
- 4. Offer and Acceptance
- 5. Pricing (Spreadsheet is a separate file for submission with the technical proposal); Pricing answers are part of the technical proposal.
- 6. References
- 7. Conflict of Interest Disclosure Certificate
- 8. Financial Questionnaire
- 9. Addenda Acknowledgement
- 10. Offeror's Example Daily Report
- 11. Offeror's Supervisor's QA Report

The Offeror's Technical Proposal shall answer specific questions by sections:

- a. Method of Approach
- b. Experience and Qualifications
- c. Capacity
- d. Pricing Description

See submittal section for the section questions the Offeror must answer.

5.2 It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended, or withdrawn after the specified offer due date and time. BGCAZ is not responsible for Offeror's errors or omissions.

5.3 All time periods stated as a "number of days" are calendar days.

5.4 It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

5.4.1 Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

5.4.2 Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.

5.4.3 Promptly notify BGCAZ of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

5.4.4 BGCAZ does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of BGCAZ and will not be returned.

5.4.5 Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.

5.4.6 Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the BGCAZ's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. BGCAZ will be the sole judge as to the acceptability of alternate products offered.

6. EXCEPTIONS:

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in BGCAZ's sole discretion. Offerors must conform to all the requirements specified in the solicitation. BGCAZ encourages Offerors to send inquiries to the primary point of contact rather than including exceptions in their Offer.

# 7. ADDENDA/ORAL ANSWERS:

BGCAZ will not be responsible for any oral instructions made by any employees or officers of BGCAZ regarding this solicitation. Any changes will be in the form of an addendum. *The Offeror* **must** acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.

# 8. BUSINESS IN ARIZONA:

BGCAZ will not enter contracts with Offerors (or any company (-ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the offeror asserts a statutory exception prior to entering a contract with BGCAZ.

# 9. LICENSES:

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

#### 10. SUBMISSION OF OFFER:

Offers must be submitted electronically as described below:

10.1 Proposals submitted electronically by email to **Facilities1@BGCAZ.org** in PDF format, and the following information should be noted in the email:

- Offeror's Company Name
- Offeror's Address (as shown on the Certification Page)
- Subject Line shall include the Solicitation Number & Solicitation Title
- Offer Opening Date

Due to file size limitations for electronic transmission (for sending or receiving), offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the BGCAZ's inbox will provide proof of submission and verification whether the offer was received on or prior to the exact time and date stated in this solicitation or any associated addenda.

#### 11. OFFERS SUBMITTED:

Once BGCAZ has evaluated the offers and officially made the award, BGCAZ will email all offerors the awarded company's name. BGCAZ has no obligation to provide any further notification to unsuccessful Offerors.

#### 12. AWARD OF CONTRACT:

12.1. Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

#### 12.2. Factors that may be considered by BGCAZ include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current schools, non-profits, and industrial contracts; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Vendor history of complaints and termination for convenience or cause.
  - References reviews of current and past performance.
  - Socio-Economic Certifications

#### 12.3 RIGHT TO DISQUALIFY:

BGCAZ reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. BGCAZ further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to BGCAZ. This disqualification is at the sole discretion of BGCAZ. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not

limited to, the BGCAZ Board of Directors or any court as to the exercise by BGCAZ of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by BGCAZ. BGCAZ reserves the right to replace the disqualified Offeror.

12.4 CONTRACT AWARD (ONE OR MULTIPLE):

BGCAZ reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to BGCAZ. BGCAZ reserves the right to award multiple (more than one) contract to different contractors.

12.5 EVALUATION OF COMPETITIVE SEALED OFFERS:

BGCAZ will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and <u>the best value to BGCAZ will prevail.</u>

## 12.6 DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

12.6.1. Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. BGCAZ reserves sole discretion to determine responsiveness and responsibility.

12.6.2. Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

12.6.3. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, BGCAZ in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, BGCAZ may determine the Offer to be nonresponsive.

12.6.4. Responsibility: To obtain true economy, BGCAZ must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, and experience for conducting the work to be performed.

12.6.5. The BGCAZ Solicitation Point of Contact will review each Offer to determine if the Offeror is responsible. BGCAZ's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources BGCAZ deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by BGCAZ as it deems necessary. A review of responsibility may occur up to contract award.

12.6.6. The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

# 13. PROTESTS:

Protests over procedure or award shall be in writing and be filed with the BGCAZ Chief Financial Officer, swati.webb@bgcaz.org .

- A. A protest shall include:
  - 1. The name, addresses, and telephone number of the interested party

- 2. Identification of the purchasing agency and the Solicitation or Contract number.
- 3. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 4. The form of relief requested.
- 5. The interested party shall supply promptly any other information requested by BGCAZ.
- B. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the solicitation, shall be filed before the due date and time for responses to the solicitation.
- C. In cases where a protest is based on evaluation irregularities, or fraud on the part of the awarded company, the interested party shall file the **protest within 10 calendar days** after the BGCAZ award announcement to all offerors.

14. FREE ON BOARD (FOB): Prices quoted shall be FOB destination and delivered, as required, to the locations specified in the Section 3 – Scope of Work.

15. PRICE: All prices submitted **shall be firm and fixed for the first two years of the contract**. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with **45-days' notice** to the BGCAZ Contract Manager. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

BGCAZ will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the BGCAZ Chief Financial Officer are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the BGCAZ Chief Financial Officer.

16. METHOD OF INVOICING: Invoice must be emailed in .pdf format to <u>Janelle.castillo@bgcaz.org</u> and must include the following for an acceptable:

- BGCAZ Contract Number
- Unique invoice #
- Invoice date
- Dates of service
- Services performed.
- Breakout of amount being invoiced for each service (e.g., by location and service performed)
- Clearly state the total amount with offered discount for 15-day payment from date of approved invoice.
- Applicable Taxes
- Payment terms (any discounts offered for quick payment)
- Remittance name and address

17. METHOD OF PAYMENT: Contractor payments are on a monthly basis in arrears, as invoiced by the contractor each month. Contractor will receive payment by check, unless agreed by the BGCAZ Finance Department for direct deposit payment.

18. PROGRESS PAYMENTS: If applicable, progress payments for work performed are authorized on an end of month basis for invoicing for a 12-month year period, starting from the contract START date. Note that the Start date and the contract award date are different; see the definition elsewhere in this solicitation.

19. CONTRACTOR PROFILE CHANGES: It is the responsibility of the Contractor to promptly update their profile with **Janelle.castillo@bgcaz.org**. If the Contractor's legal identify has changed, the BGCAZ Chief Financial Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

20. AUTHORIZED CHANGES: BGCAZ reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within thirty days from the receipt of the change; refer to Section 5.2 "Price" regarding changing pricing. Price increases or extensions of delivery time will not be binding on BGCAZ unless evidenced in writing and approved by the BGCAZ Chief Financial Officer prior to the institution of the change.

21. SUSPENSIONS/TERMINATIONS OF WORK: The Chief Financial Officer reserves the right to suspend work wholly or in part if deemed necessary for the best interest of BGCAZ. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements. Any substantiated Contractor costs incurred for accomplishment of the scope of work prior to, or at the time of suspension will be considered for payment as equitable by the BGCAZ Chief Financial Officer. No anticipated profits/costs by the contractor from the date of suspension or termination are a legitimate cost payable by the BGCAZ.

# 22. CONTRACTOR EMPLOYEES

Incompetent employees or employees, whose on-site actions are not in the best interest of BGCAZ, will be removed from the work assignment upon notification to the Contractor's Lead Supervisor by the BGCAZ Contract Manager. Once removed and employee cannot be reassigned to another BGCAZ location.

Contractor will be expected to carry out work in a professional manner and complete cleaning per specifications. If BGCAZ Branch Director feels that work is contrary to what is considered professional and workmanlike, they will immediately notify the BGCAZ Contract Manager. Once notified by the BGCAZ Contract Manager, and the Contractor's action is not taken to correct work. **BGCAZ reserves the right as circumstances occur to "stop work" and pay the Contractor for only that percentage of work completed. The Contractor will have a "cure period" of 2 business days to correct deficiencies before a "stop work order" is issued to the Contractor.** 

# 23. CONTRACTOR PHONE NUMBER

The Contractor shall notify the BGCAZ Contract Manager and the BGCAZ location Branch Director of the name, address, and phone number of the Contractor's (1) district supervision, (2) Lead Supervisor, and (3) any other person to be contacted in the event a problem should arise. Contractor will provide cell phones for each of their supervisors to the BGCAZ Contract Manager. Contractor MUST provide a twenty-four (24) hour contact number to the BGCAZ Contract Manager.

# 24. BUILDING RESPONSIBLITY

BGCAZ always remains directly in charge of its buildings and grounds. At times when contractor's employees are present the Contractor is thus responsible for the building's security, protection of contents, and safety of the building. The contractor will contact the BGCAZ Emergency Number should anything unusual occur. The Contractor must not leave the premises without assuring the building is secured.

In the event the contractor is on the premises, and finds a major issue, such as flooding, exterior doors won't lock, or any other critical threats to the facility the contractor will call the BGCAZ emergency cell number to report the situation upon discovering the issue; there should be NO time delay on the part of the contractor, and all their employees shall be trained in this and given the after-hours emergency telephone number.

# 25. CRIMINAL CONVICTIONS

The Contractor is required to provide BGCAZ with assurances that inquiries to the extent provided by law into the criminal convictions of all persons whom are proposed to employ under the terms of this contract. No contracted employee with a felony conviction of sex crime, crime of moral turpitude or any crime against a child, including but not limited to sexual misconduct with a minor, child abuse and/or child abduction shall be employed on this contract.

#### 26. BACKGROUND SCREENING

## 26.12 BACKGROUND SCREENING- **STANDARD RISK**

26.12.1 Standard Risk Level: The contractor must perform on its employees a lower risk background screening every three years when the Contract Worker's work assignment:

- does not work directly with vulnerable adults or children, (under age 18); or
- has unescorted access to:
  - i. BGCAZ Branch facilities
  - ii. No area within a facility that has employee and children person identifiable information.
  - iii. Access to non-critical infrastructure sites/facilities; or
- 26.12.2 Background Investigation will include:
  - i. Conformance with EEOC, CCPA requirements and current applicable federal, state, or local statutes or regulations.
  - ii. Verification of names, maiden names, and alias(es).
  - iii. Employment History Verification, both domestic and international.
  - iv. Citizenship verification.
  - v. Multi-state, and multi-jurisdictional criminal history record searches, including federal, state, and county record searches.
  - vi. Civil Records Search
  - vii. Sex Offender Registration search.
- 26.12.3 Background Investigation Reporting
  - i. Limited to a maximum of seven years
  - ii. Criminal History record searches, and
  - iii. Sex Offender registration

26.12.4 BGCAZ defers to the contractor the adjudication of any background information and determination of employment. If an employee's actions become suspect an additional background check is warranted at that time. Any "for cause" actions will also trigger a standard drug test of the employee.

26.12.5 Worker(s)" pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. The Contractor further agrees that background screening is necessary to preserve and protect the public health, safety and welfare. BGCAZ requires a completed BGCAZ Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

26.12.6 Background Screening Risk Level: BGCAZ has established two levels of risk: Standard and Maximum risk. If the scope of work changes, BCGAZ may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges. See Special Terms and Conditions Section for established risk for this contract.

26.12.7 Terms of This Section Applicable to all Contractor's Contracts and Subcontracts: Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

26.12.8 Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to BGCAZ's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless BGCAZ for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. BGCAZ in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

26.12.9 Continuing Duty; Audit: Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and BGCAZ reserves the right to audit Contractor's records.

26.12.10 Contractor's Default; Reservation of Remedies for Material Breach: If Contractor is required to access any BGCAZ facilities without an escort badging is required. Contractor's default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a BGCAZ facility(s) without the proper badge or key.
- Contract Worker uses a badge or key of another to gain access to a BGCAZ facility.
- Contract Worker commences services under this agreement without the proper badge, key or background screening.
- Contract Worker or Contractor submits false information or negligently submits wrong information to BGCAZ to obtain a badge, key or applicable background screening; or
- The Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another BGCAZ facility or upon the expiration, cancellation or termination of this Agreement.

• The Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and BGCAZ holidays) from the date notice of default is sent by BGCAZ. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section.

26.12.11 Employee Identification and Access: Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized BGCAZ representative. Contract Workers are not authorized access other than during scheduled hours. Only authorized Contract Workers are allowed on the premises of BGCAZ facilities/buildings.

Unless otherwise provided for in the scope of work:

- Contract Workers must always have some form of verifiable company identification (badge, uniform, employee id).
- The Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

26.12.12 Key Access Procedures: If the Contractor Worker's services require keyed access to enter a BGCAZ facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office. 26.12.13 Stolen or Lost Badges or Keys: Contractor must immediately report lost or stolen badges or keys to the BGCAZ's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

26.12.14 Return of Badge or Key: All badges and keys are the property of BGCAZ and must be returned to BGCAZ at the badging office within one business day (excluding weekends and BGCAZ holidays) of when the Contract Worker's access to a BGCAZ facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a BGCAZ facility(s); or upon termination, cancellation or expiration of this agreement.

26.12.15 Badge and Key Fees: The following constitute the badge and key fees under this agreement. BGCAZ reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

- Replacement Badge Fee: \$55.00 per badge
- Replacement Key Fee: \$55.00 per key
- Replacement Locks: \$55.00 per lock
- Rekeying Facility: Cost for service (see 6.2.1.4 Crime Insurance (Or Fidelity Bond))

# 26.13 BACKGROUND SCREENING – MAXIMUM RISK:

BGCAZ establishes that the contract risk level and background screening required is MAXIMUM RISK. All requirements for the Standard Level Risk apply to Maximum Risk, with additional requirements:

26.13.1 Maximum Risk Level: A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will work directly with vulnerable adults or children, (under age 18),

26.13.2 Requirements: The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the

State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

26.13.3 Contractor Certification; BGCAZ Approval of Maximum Risk Background Screening: Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- determining whether Contract Worker(s) are disqualified from performing work for BGCAZ for maximum risk level background checks; and,
- reviewing the results of the background check every three to five years, dependent on scope; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department; and,
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.

# 27. EMPLOYEE IDENTIFICATION

The Contractor is required to provide identification cards or badges for its employees; either identification shall include a picture, general description and signature of the employee. Employees must be dressed in clean, neat-appearing clothing and proper footwear.

# 28. SMOKING

Smoking is not permitted on BGCAZ premises.

# 29. ALCOHOLIC BEVERAGES/ILLICIT DRUGS

The use or possession of alcoholic beverages or illicit drugs IS NOT permitted on BGCAZ property. Contractor's employees who report for work showing evidence of an impaired condition **are not** permitted to remain on the premises; any indication that such activity has occurred on site will be brought to the immediate attention of the BGCAZ Contract Manager to address with the Contractor Management.

# 30. SOUND EQUIPMENT

When BGCAZ staff are in the facility, the use of radios and disruptive sound equipment by contractor's personnel are not permitted.

# 31. DOORS

Doors must not be wedged or left open at any time; this especially a concern in the summer heat and exterior doors.

#### 32. LIGHTING

The Contractor shall make reasonable use of the available lighting. Contractor must reduce or turn off all lighting in areas where work is not being performed. Contractor personnel must observe conservation measures with BGCAZ utilities.

#### 33. POWER SAFETY

Only existing sources of power are available. Equipment, extension cords, etc., must be of approved make and sized within the electrical capacity of the building wiring system; safety of the contractor's personnel and protection of the building and facilities are a contractor's responsibility during the execution of their work at a BGCAZ facility.

Tampering with breaker boxes or connecting to lines of electrical systems other than through the convenience outlets provided is NOT permitted under any circumstances. Contractor's equipment must be grounded with the appropriate electrical plug and utilize the building's grounded outlets. These are major safety concerns, and the Contractor is responsible to observe OSHA standards and safety practices.

#### 34. MECHANICAL, VENTILATING AND ELECTRICAL EQUIPMENT

These must not be adjusted or operated by the Contractor's employees except for instances where the contractor's employees are supporting BGCAZ functions. In the event of failure or trouble noted in any such items, the Contractor's supervisor shall notify the BGCAZ Branch Director. When circumstances warrant BGCAZ will provide training in the proper operation of the equipment.

#### 35. AIR CONDITIONING

No adjustments are to be made to air conditioning thermostat or controls.

#### 36. FLAMMABLES

Use of flammable materials ARE NOT permitted in any BGCAZ facilities.

#### 37. KEYS AND ACCESS CONTROL BADGES/SECURITY

Contractor shall be held strictly responsible for BGCAZ issued keys and access cards and Contractor issued identification badges for site access to the performance of the work. Contractor's Site Lead Supervisor shall protect the keys and control their use with maximum accountability with their personnel. No keys shall be duplicated. If multiple copies of a given key for a BGCAZ site are needed the Contractor will request them during the period between notification of contract award and the Start Date for beginning services. The BGCAZ Contract Manager is the POC for arranging the issuance of keys for each site. In the event any keys issued to the Contractor are lost, the Contractor will be responsible for rekeying the building as directed by BGCAZ Contract Manager. In the case of a lost Contractor ID badge, the Contractor Lead Supervisor shall notify the BGCAZ Contract Manager IMMEDIATELY to cancel the badge access.

Contractor will be held strictly responsible for the security of the building, i.e., all doors closed and locked, lights turned off, etc. at the end of each cleaning day.

#### 38. TRANSITION OF CONTRACT:

Contractor will, without limitation, provide important information to a successor Contractor and BGCAZ Branch Director to ensure continuity of service at the required level of proficiency and agrees to provide to BGCAZ all files, supplies, data, records, and any other properties or materials of BGCAZ, which BGCAZ owns or has rights to pursuant to this contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this contract. Failure to comply with this requirement guarantees the Contractor to receive a negative end-of-contract evaluation by BGCAZ.

#### 39. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand- delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for the time equal to the time effected by the Force Majeure delay in performance of the delayed party from performing in accordance with this contract.

#### 40. ADVERTISING:

Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the BGCAZ Vice President of Marketing and Communications. BGCAZ will not unreasonably withhold permission. Access to the BGCAZ VP of Marketing and Communications is via the BGCAZ Contract Manager.

# SECTION 5- SPECIAL TERMS AND CONDITIONS

# 1. CONTRACTOR'S SUPERVISION

Contractor must provide a Lead Supervisor(s) responsible for each site who is acceptable to BGCAZ. A single Lead Supervisor(s) can oversee multiple BGCAZ locations. The Contractor's Lead Supervisor(s) must be able to communicate effectively in writing and verbally with the BGCAZ management. The Lead Supervisor(s) must be able to communicate with their staff regarding instructions, etc. Any change in the Lead Supervisor(s) must be communicated in advance of their starting work at the BGCAZ; both the Contract Manager and each effected Branch Director must be notified by email of the change. The Lead Supervisor(s) must notify BGCAZ Contract Manager and the Branch Director by email of any NEW employees prior to their arrival to service that location. The Contractor will prove new employees an on-site orientation prior the start of their first day of work at the BGCAZ facility(ies).

The Contractor's Lead Supervisor(s) shall be responsible to the BGCAZ for the competent performance of all custodial work.

The Lead Supervisor(s) shall email both the BGCAZ Contract Manager and Specific Branch Director when requested by BGCAZ the cleaning reports of the programmed cleaning in accordance with the specifications.

## 2. OWNER'S SUPERVISION

The Branch Director at the location represents BGCAZ during the regular scheduled working hours and will perform the regular Contractor performance evaluations detailed in this RFP. The Branch Director will only engage the Contractor's Lead Supervisor(s) assigned to their location during normal business hours regarding the Contractor's performance at that location, with the exception of an on-site emergency/issue.

#### 3. INSPECTION

Contractor's Lead Supervisor(s) will perform Quality Control inspections of the premises to ensure compliance with the required scope of work and shall maintain written records of these inspections. The Contractor's Quality Control inspections will occur no less than once every two weeks; a copy of the Quality Control inspection report shall be furnished to the BGCAZ Branch Director. The BGCAZ Contract Manager requires an email to Facilities1@bgcaz.org assurance from the Contractor every two weeks that all Quality Control inspections have occurred and are documented.

#### 4. PERIODIC INSPECTION

**No less than once during every 60-day period,** the Contractor Lead Supervisor(s) and the BGCAZ's Branch Director shall inspect the work together during normal BGCAZ business hours. Any deficiencies identified shall be written into the daily inspection sheet and shall be remedied by the Contractor to the satisfaction of the Branch Director.

Agenda (at a minimum):

- 1. Walk Through,
- 2. Identification and recording of problem areas USING ATTACHMENT 9: BGCAZ Directors' Cleaning Evaluation Form

- 3. Time frame for correction of problems (number of business days/date).
- 4. Mutual concerns,
- 5. Scheduling of activities,
- 6. Personnel changes.

The BGCAZ Contract Manager requires an email assurance from the Contractor **once every 60-day period** that the Periodic Inspection with the Branch Directors has occurred and submit the reports of any findings.

# 5. BGCAZ CLEANING SERVICE PERFORMANCE REPORT -CONTRACT MANAGER EVALUATION

- A. The BGCAZ Contract Manager, or their temporary representative will conduct Quarterly Evaluation after the first six months of service; between the contract start date and the sixmonth service milestone, the evaluation will be done every 2 months. This will be accomplished with the inputs from all BGCAZ Branch Directors. The evaluation is done using a Cleaning Service Performance Report (Attachment 10) or some variation of to score performance. The purpose of the inspection is to assess the Contractor's adherence to the Scope of Work for each facility.
- B. A passing score must be achieved on each section the Cleaning Service Performance Report or a corrective action will be noted for that section. The report contains four sections with different weights for each section: 1) quality of service delivery (65%), 2) management and staffing (20%), 3) compliance of services (10%), and 4) environmental management (5%).
- C. Inspection Procedures are as follows:
  - 1. Each evaluation will result in a written finding report (ATTACHMENT A or some variation of with additional pages as necessary) which will be provided to the Contractor for follow-up. The report will also include a list of any outstanding past items noted from the Branch Director inputs, a list of concerns, and a list of suggested actions. All findings must be addressed by the Contractor.
  - 2. if the Contractor is unable to respond within the requested time frame an extension may be requested by the Contractor and may be granted by the BGCAZ Contact Manager if unusual circumstances prevent compliance. If a response is not received by the BGCAZ Contract Manager within the agreed-upon time frame, the BGCAZ Contract Manager will issue the Contractor an official "notice of deficiency" which is retained in the contract file for determining future renewal of the contract. If the Contractor continues to be delinquent in providing a response, the issue will be elevated to the BGCAZ Leadership Management to consider issuing a contract penalty deduction for each day of delinquent non-response. Random follow-up inspections may be performed in those facilities that are assessed to be at a higher risk for recurrence of noncompliance.
  - 3. Facility Inspection Reports will be kept on file and will be used to help determine facilities in need of future inspections.
- D. CONTRACT MANAGER'S EVALUATION SCORING:

Based on the evaluation finding regarding performance, the following remedies will be implemented based on the level of deficiencies of contract specifications.

- The Contractor may be required to submit a Facility Cleaning Corrective Action Response Form Attachment 11.
- The BGCAZ Contract Manager may initiate a meeting with the Contractor if

Boys & Girls Clubs of the Valley

Janitorial RFP #20230004 for 17 Property locations

needed to address specific deficiencies.

- The BGCAZ Contract Manager will initiate a facility visit with the Contractor depending upon the severity of the findings; BGCAZ reserves the right to define severity.
- As cited earlier in this RFP, if the Contractor is unable to respond within the requested time frame an extension may be requested by the Contractor and may be granted by the BGCAZ Contact Manager if unusual circumstances prevent compliance. If a response is not received by the BGCAZ *Contract Manager* within the agreed- upon time frame, the BGCAZ *Contract Manager* will issue the Contractor an official "notice of deficiency" which is retained in the contract file for determining future renewal of the contract. If the Contractor continues to be delinquent in providing a response, the issue will be elevated to the BGCAZ Leadership Management to consider issuing a contract penalty deduction for each day of delinquent non-response.

# 6. IDENTIFYING MAINTENANCE NEEDS

The Contractor's Lead Supervisor(s) will inform the Branch Director as to the location (s) where maintenance repairs are needed. The Contractor's Lead Supervisor(s) will email these notices to the Branch Director, copy (cc) to email address <u>Facilities1@bgcaz.org</u>. by email from the Contractor's Lead Supervisor(s) the following business day from identification by the Contractor's personnel.

# 7. EMERGENCY NOTIFICATION TO BGCAZ

In the event the contractor is on the premises, and finds a major issue, such as flooding, exterior doors won't lock, or any other critical threats to the facility the contractor will call the BGCAZ emergency cell number to report the situation upon discovering the issue; there should be NO time delay on the part of the contractor, and all their employees shall be trained in this and given the after-hours emergency telephone number.

# 8. EMPLOYEE BACKGROUND SCREENING

Background Screening Risk Level: BGCAZ has two levels of risk: Standard and Maximum. If the scope of work changes, BCGAZ may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges. This RFP is determined as Standard Risk. See the General Terms and Conditions section on background screening requirements.

# 9. STORAGE OF MATERIALS

The BGCAZ Branch Director will designate and identify the storage closet to the Contractor. Contractor is responsible for coordinating delivery and off-loading of materials, during after- hours cleaning periods.

Storage and set-up locations should be agreed upon by the BGCAZ Branch Director. Storage in unauthorized areas is prohibited. Materials are not allowed to contain asbestos or hazardous solvents. Janitor's closets are the responsibility of the Contractor to maintain in a neat, clean, and safe condition; emphasis on keeping the mop sink clean, neat and compliant with the Maricopa County Environmental Health Inspections regarding faucet chemical dispenser hose attachments.

#### 10. GARBAGE, WASTE DISPOSAL AND RECYCLABLES

Dirt, debris and waste collected by the Contractor or resulting from his operations must be placed in dumpster containers provided by BGCAZ where designated on the BGCAZ grounds. Any interior or exterior surface stained or discoloring during the removal of trash must be cleaned immediately.

All disposal containers set out in rooms or areas (waste baskets, etc.) must be emptied according to the scope of work schedule for that BGCAZ facility. Removal of educational materials fastened to walls is a duty of the BGCAZ's staff. Recyclable containers are to be emptied into any designated outside dumpsters labeled recyclable; if these are not present then the normal dumpster disposal is authorized. Note not all facilities observe recycling segregation.

## 11. CLEANING SUPPLIES, PURCHASE AND DELIVERY

The Contract shall provide all cleaning equipment, and associated cleaning consumables, such as waxes, disinfectants, hand soaps, cleaning liquids, and similar cleaning materials, etc.

All empty containers, which held cleaning supplies, are removed from the premises by the contractor at the contractor's expense. <u>Contractor shall complete FOR EACH SITE a listing of their materials, supplies, consumables, and</u> <u>equipment they will utilize at that location and submit it as a proposal submittal</u> (one list can cover multiple sites); these items need to be identified by manufacturer, quantity, description, and suppliers' name and **purchase number.** This includes a list of the chemicals required by the Contractor for the successful contract compliance.

The contractor shall comply with all requirements of the Employee's Right to Know Law and the section of this contract "OSHA Laws and Regulations". BGCAZ in its discretion reserves the right to specify products deemed in the best interest of BGCAZ and adjusting the contract accordingly with a contract modification.

BGCAZ intends to make the purchase of the following supplies and have them delivered to each facility for use by the contractor. The Branch Director makes the orders and accepts the deliveries.

BGCAZ purchased consumables for the Contractor to use at each site:

- 1. Paper Towels
- 2. Toilet Tissue
- 3. Liquid Hand Soap, and any other required soaps
- 4. Toilet Seat Covers
- 5. Trash Can Liners

NOTE: Materials obtained by BGCAZ for the Contractor's use are on an "as-needed" basis when the Contractor submits the requested items to the Branch Director for acquisition. Once BGCAZ purchases the items for that site, BGCAZ will notify the contractor by email that the order is placed and expected delivery for that specific site. The Contractor's personnel are required to monitor the supplies well in advance of depletion and notify the Branch Director SPECIFIC additional consumables are required.

#### 12. NATURE OF WORK

The work consists of all activities required to maintain the buildings in a neat, clean and sanitary condition as specified in the scope of work for each facility meeting Industry standards of janitorial services/cleanliness.

In general, the frequency of the performance of the work as specified in the Scope of Work for each BGCAZ location will apply. In certain cases, the phrases "as needed" and "related work" shall apply. Moreover, BGCAZ reserves the right to make reasonable adjustments to the schedule of duties and timetable of frequency provided therein. Adjustments that are permanent recurring will result an amendment to the contract citing changes including any frequency, scope, and pricing.

# 13. TEMPORARY WORK CHANGES

The BGCAZ's Contract Manager has the right to require contractor's personnel to perform other cleaning duties on the premises as deemed desirable or necessary, as well as approve any Contractor special requests of this nature; the contractor shall promptly perform these requirements. **However**, only those of Contractor's personnel who are performing cleaning services of a routine cleaning nature shall be utilized; Further, these temporary requests are performed in lieu of the routine cleaning services for that short-duration period. **No change in payment rates for routine work will be made due to temporary work changes.** 

# 14. CLEANING CYCLES (OTHER THAN DAILY)

In connection with the limited period "projects" work required to be performed hereunder, the BGCAZ's Contract Manager shall have the right to specify the exact time said projects shall commence. This approach ensures that the work is performed on a regular basis with relatively equal time lapses between cycles. The BGCAZ's Contract Manager will work with the Contractor to plan project work in a way that it is as uniformly distributed throughout the contract period.

The contractor will follow the agreed-upon schedule for all periodic floor, window and carpet shampooing work as a condition of this contract.

On the legal holidays listed in this RFP, the BGCAZ personnel are not at the branch location; the schedule for locations is noted in this RFP. Contractor may make special arrangements with the Contract Manager to work on these days for larger scope work, such as floor, window, and carpet shampooing. The contractor will be fully responsible for the BGCAZ property under such circumstances. Whenever there is conflict between the Contractor's work and other activities planned or not anticipated by the BGCAZ, the Contractor Lead Supervisor(s) shall immediately notify the BGCAZ Contract Manager to make reasonable adjustments to the schedule. Usually, such conditions would result in a rearrangement of work within the given work period.

The administration and staff working areas are used every day except on specific holidays and other specified dates during short-period recesses by BGCAZ location. The present schedule of observed holidays is as follows:

7/4/2023	Independence Day	7/4/2024	Independence Day
9/4/2023	Labor Day	9/2/2024	Labor Day
11/23/2023	Thanksgiving	11/28/2024	Thanksgiving
11/24/2023	Day After Thanksgiving	11/29/2024	Day After Thanksgiving
12/25/2023	Christmas Day	12/25/2024	Christmas Day
12/26-12/31/2023	Winter Holiday	12/26-12/31/24	TBD Winter Holiday
1/1/2024	New Years Day	1/1/2025	New Years Day
1/15/2024	Martin Luther King Day	1/20/2025	Martin Luther King Day
2/19/2024	Presidents Day	2/17/2025	Presidents Day
5/27/2024	Memorial Day	5/26/2025	Memorial Day

Contractor work on weekends is prohibited unless authorized in writing by the BGCAZ Contract Manager. Work schedules may vary on dates scheduled for BGCAZ activities and rental activities during the work week. It will be the contractor's duty to schedule work forces to include these areas after a location's special activities.

# 15. CONTRACTOR RESPONSIBILITIES

Contractor shall be responsible for the performance of such activities as may be required to maintain the facilities in a neat, clean and sanitary condition. In preparing the following list, while BGCAZ has attempted to be as comprehensive as possible, due to the nature of custodial work, it is possible that certain normal and customary responsibilities for cleaning are omitted. This omission is not intentional and such duties and responsibilities shall be considered as part and parcel of the schedule of duties and remain the responsibility of the Contractor.

# 16. SPECIFICATIONS FOR CLEANING LOCATIONS

The work required consists of, but is not limited to, the following lists of specified items. The Contractor is expected to maintain the BGCAZ Location to the highest standard of cleanliness and sanitation.

The successful offeror will provide all labor, materials and supplies (as defined In this RFP) for the cleaning of the interior and limited exterior of the BGCAZ locations during the contract period. Exterior work does not include grounds keeping but does include maintaining the cleanliness of the immediate entrances. Including, but not limited to wiping down exterior doors, cleaning windows, removing cobwebs, cleaning walk off carpet/mats, and thresholds, and emptying exterior trash cans for disposal in the property provided dumpsters. Interior work includes the entire interior unless specifically prohibited.

Failure to comply with one or more items listed in the scope of work may result BGCAZ action for the Contractor to remedy any deficiencies or non-compliance. See the Corrective Action Plan template (Attachment 11) Failure to remedy any items listed in the formal letter within the timeframe specified may result in a financial penalty commensurate with deficiency or non-compliance.

# 17. POST AWARD CONFERENCE

Prior to the Start Date a one-time post-award conference will be held by the BGCAZ Director of Safety and Facilities and Contract Manager prior to commencement of any work on the project. BGCAZ reserves the right to conduct this meeting via video teleconference to allow its location Branch Directors to participate. The purpose of this conference is to discuss the contractor's schedule and key personnel introduction, critical elements of the work schedule, operational problems, procedures overall at specific BGCAZ locations, inspections/evaluations, and the deficiency remedy process.

# 18. PERFORMANCE INTERFERENCE:

Contractor shall notify both the BGCAZ's Contract Manager and the specific location's Branch Director immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it by email within 24 hours. After hours communications should be done by telephone call or cell text.

### 19. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of BGCAZ and will not be used by the Contractor or any other person except with prior written permission by the BGCAZ Chief Financial Officer.

### 20. STRICT PERFORMANCE

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

### 21. MISCELLANEOUS FEES

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided in the bid price schedule.

When circumstances dictate for contract changes, labor rates (Shop and On-site) shall be charged as a flat hourly rate and are allowed only in performance of services under this agreement. Travel hours and other incidental fees will not be permitted under this agreement. Labor hours will be from "check-in" to "check-out" at the worksite.

### 22. STORAGE SPACE

The Contractor may store supplies, materials and equipment in a storage area on the BGCAZ facility premises designated by the Branch Director. The Contractor agrees to keep its portion of this storage area in accordance with all applicable fire regulations. The use of BGCAZ storage facilities will be on a space available basis and subject to the approval of the Branch Director.

No materials or equipment will be stored or temporarily set in kitchens and restrooms, under stairwells or other spaces accessible to the public. Hazardous chemicals such as solvent based strippers and cleaners will not be stored on BGCAZ property, but if used on the property SDS material safety sheets are required per the section on "OSHA Laws and Regulations".

If storage is in an electrical closet, a minimum of 36 inches shall be provided in front of all electrical panels. The width shall be a minimum of 30 inches or the width of the panel. The width of working space in front of the electrical equipment shall be the width of the equipment or 30 inches, whichever is greater. In all cases, the workspace shall permit at least a 90-degree opening of equipment.

### 23. ENVIRONMENTAL PREFERRED PRODUCTS

BGCAZ **encourages and supports** a Sustainable Purchasing Policy to protect human health and the environment, reduce operating expenses, and reduce potential liability associated with the use of hazardous materials.

The chemical products selected for use in this contract shall avoid physical and health hazards by adhering to either of the following requirements:

EITHER meet the most current criteria of one of the following standards, as applicable:

- EPA's Safer Choice,
- Green Seal GS-11 (paints & coatings),
- GS-34 (cleaning/degreasing agents)
- GS-36 (commercial adhesives),
- GS-37 (institutional cleaners),
- or GS-40 (institutional floor care)

OR meet each of the following criteria:

- (pH) greater than 2.5 and less than 12.
- Flashpoint greater than 150 degrees F
- National Fire Prevention Association (NFPA) or Hazardous Materials Identification System (HMIS) rating of 2 or less in each category.
- Maximum of 50 g/L or 5% by weight volatile organic compound (VOC) content or comply with the California Air Resources Board's maximum allowable VOC limit for consumer products (listed at California Code of Regulations 94507- 94517).
- Contain no known carcinogens, reproductive toxins, persistent bioaccumulative toxins (PBTs), or ozonedepleting substances.
- Contain no hazardous waste toxins listed at 40 CFR 261.24 at concentrations that could require regulation of the material as a toxicity-characteristic hazardous waste.

### 24. EQUIPMENT/SAFETY

The Contractor shall be responsible for its employees following safe work practices and preventing harm to themselves and others at the BGCAZ facilities. Examples of accident prevention are providing and placing barricades, tarps, plastic, flag tape, walk mats, and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this contract. The safety of the Contractor's employees and the public is of prime concern to BGCAZ. Consequently, the Contractor must focus on accident prevention and take all necessary steps to assure proper safety during the contractor's performance, and prevent accidents at the BGCAZ facilities. The contractor will provide safety training to its employees to promote safety and accident prevention.

### 25. HAZARDOUS MATERIALS REQUIREMENT SDS

Contractor shall provide a copy of the current Safety Data Sheet (SDS) for the product(s) provided to the BGCAZ Branch Director. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered by CAS number; no "trade secret" or otherwise defined ingredients shall be accepted by BGCAZ. The Contractor shall provide required safety and health training for BGCAZ employees on each product offered and for proper use, storage, and disposal, when requested by BGCAZ. The Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by BGCAZ. The cost for any requested training and disposal of used containers shall be included in the offered price for the product.

### 26.1 EMERGENCY SPILL RESPONSE PLAN

Contractor shall determine whether products selected could require an emergency spill response plan for any hazardous material used. If such determination is made, a plan for directing employees in proper response procedures must be submitted.

### 26.2 HAZARDOUS MATERIALS STORAGE

No Hazardous materials should be stored on site, except for normal everyday cleaning products. Hazardous materials will be on site only when being used for cleaning. Solvent based strippers and cleaners will NOT be stored on BGCAZ property.

#### 26.3 OSHA GUIDELINE COMPLIANCE

Contractor shall comply with all applicable Federal, State, City and local laws, regulations and rules including, but not limited to:

- Safety Data Sheets (SDS)- A complete copy of the SDS notebook shall also be provided to the BGCAZ Contract Manager (a separate section for each BGCAZ location is expected). New products must be approved for use by BGCAZ Contract Manager by providing a copy of the product's SDS for review and approval.
- Labeling of Hazardous Materials Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers
- Caution Signs Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to BGCAZ. Caution signs must be on-site during each scheduled cleaning.
- Blood Borne Pathogens Contractor shall comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor shall be responsible for compliance on date of contract acceptance and shall provide proof to BGCAZ Contract Manager.

Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the BGCAZ Contract Manager, upon commencement of this Contract.

### 26.4 NON-HAZARDOUS MATERIALS LABELING SPECIFICATIONS

The Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the Site, the BGCAZ Contract Manager will notify the Contractor and Contractor will BGCAZ will secure the materials in a locked office away from occupants and kitchen facilities. The Contractor must remove from the site the deficiently labeled products within 48 hours of the email notification by BGCAZ. Any containers that are filled from larger containers must also be labeled.

### 26.5 CONTRACTOR TRAINING REQUIREMENTS

Upon request by BGCAZ, the Contractor shall provide requested copies of the company's written Hazardous Communications Program to BGCAZ that satisfies requirements listed under sections e, f, g, and h of 29 CFR 1910.1200, Hazard Communications. The Contractor must demonstrate how employees are trained in the proper use, storage, and disposal of chemical products and wastes in a language understood by the Contractor's employees working at each BGCAZ location.

SPECIAL ATTENTION: The Contractor will train their personnel that the Maricopa County Environmental Services Department's Environmental Health Division conducts random inspections of the facilities, and the Contractor is responsible for the mop sink compliance with County and BGCAZ health requirement that the chemical dispenser hose attached to the mop sink faucet MUST be removed when NOT IN USE; failure to remove the hose after use is a VIOLATION of County Health Code and the Contractor will bear the cost of legal action taken by the County as result of failing to comply and remove the dispensing hose from the faucet.

### 27. HOT WATER

A reasonable supply of hot water is provided at the various existing mop sinks and hose bibs throughout the building. Contractor is expected to make judicious use of this water and not allow it to run unnecessarily. Conservation of BGCAZ utilities is the Contractor's responsibility.

# SECTION 6-INSURANCE AND INDEMNIFICATION

### 6.1 DEFENSE AND INDEMNIFICATION CLAUSE:

Contractor ("Indemnitor") must defend, indemnify, and hold harmless the BGCAZ and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors ("Indemnitor's Agents") arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor's Agents for the Boys & Girls Club of the Valley, Inc. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

### 6.2 CONTRACTOR'S INSURANCE:

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. The Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

Boys & Girls Clubs of the Valley, Inc. in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

6.2.1. SCOPE AND LIMITS OF INSURANCE: Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

### 6.2.1.1. COMMERCIAL GENERARL LIABILITY-OCCURANCE FORM

General Aggregate

\$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The policy must name the Boys & Girls Clubs of the Valley, Inc. as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the Boys & Girls Clubs of the Valley, Inc. as an additional insured.
- Policy must be endorsed to include coverage for "care, custody & control".
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by Boys & Girls Clubs of the Valley, Inc.

### 6.2.1.2. AUTOMOBILE LIABILITY

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

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

- The policy must be endorsed to include the Boys & Girls Clubs of the Valley, Inc. as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by Boys & Girls Clubs of the Valley, Inc.

### 6.2.1.3. WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation

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

- Policy must contain a waiver of subrogation against the Boys & Girls Clubs of the Valley, Inc.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

### 6.2.1.4 CRIME INSURANCE (OR FIDELITY BOND)

Policy Limit (or bond amount) \$50,000

- The policy or bond must include coverage for all directors, officers, agents and employees of the Contractor.
- The policy or bond must include coverage for third party fidelity, i.e., property of third parties that is held by the Insured in any capacity, or property for which the Contractor is legally liable.

• The policy or bond must include but not be limited to coverage for theft of property located on the Contractor's premises or while in transit, loss due to forgery or alteration of negotiable instruments (e.g., securities, checks).

• The policy or bond must **include coverage for loss or theft keys** to the properties owned or occupied by Boys & Girls Clubs of the Valley, Inc. without deductible including the expense of rekeying those properties.

## 6.2.2. NOTICE OF CANCELLATION

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the BGCAZ, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to Boys & Girls Clubs of the Valley, Program Services Center, 4309 E. Belleview St., Bldg 14, Phoenix, AZ 85008 or email <u>facilities1@bgcaz.org</u>.

## 6.2.3. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than A- VI. The Boys & Girls Clubs of the Valley, Inc. in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

## 6.2.4. VERIFICATION OF COVERAGE

Contractor must furnish the Boys & Girls Clubs of the Valley, Inc. with certificates of insurance (ACCORD form or equivalent approved by the Boys & Girls Clubs of the Valley, Inc.) 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 any required endorsements are to be received and approved by the Boys & Girls Clubs of the Valley, Inc. 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 must be sent directly to Boys & Girls Clubs of the Valley, Inc. 4309 E. Belleview St., Phoenix, AZ 85008 or email to <a href="mailto-facilities1@bgcaz.org">Facilities1@bgcaz.org</a>. Boys & Girls Clubs of the Valley, Inc. reserves the right to review complete copies of all insurance policies required by this Contract at any time.

### 6.2.5. SUBCONTRACTORS

Contractor's certificates shall include all subcontractors as additional insureds under its policies OR Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the Boys & Girls Clubs of the Valley, Inc. reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the Boys & Girls Clubs of the Valley, Inc. as additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

### 6.2.6. APPROVAL

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

# SECTION 7-SUBMITTALS

# Required technical proposal forms:

- I. Company Information & Person Submitting Offer (see Attachment 1)
- II. Subcontractors Information (see Attachment 2)
- III. Offer and Acceptance (see Attachment 3)
- IV. Pricing Spreadsheet is a separate file for submission with the technical proposal); Pricing answers are part of the technical proposal.
- V. References (see Attachment 5)
- VI. Conflict of Interest Disclosure Certificate (see Attachment 6)
- VII. Financial Questionnaire (see Attachment 7)
- VIII. Addenda Acknowledgement (see Attachment 8)
  - IX. Offeror's Example Daily Report
  - X. Offeror's Supervisor's QA Report

The Offeror's Technical Proposal shall answer specific questions by sections:

- I. Method of Approach
- II. Experience and Qualifications
- III. Capacity
- IV. Pricing Description

# QUESTIONNAIRE

## 1. METHOD OF APPROACH

- 1.1. Describe your ability to provide janitorial services requested at all 17 locations in the Scope of Work.
- 1.2. Describe the structure of the management team. This can be done using an organizational chart or other documentation that identifies the management team structure and functional department(s). Provide a short resume of the key personnel associated with this contract, highlight their years of experience in providing janitorial services.
- 1.3. Describe your approach to account management and how BGCAZ will be handled. Explain your process and which management personnel are involved in client complaints.
- 1.4. Describe the systems and processes to maintain an adequate supply of cleaning supplies for the scope of work.
- 1.5. What systems and management processes are used to track, schedule, and complete periodic Monthly, Quarterly, Semi-Annual Required cleanings across the 17 locations? Provide a copy of any forms you use in managing these non-daily cleanings. Are these accomplished on weekends or days other than the normal daily

cleanings?

1.6. What performance reporting is provided to BGCAZ? These may include quality audits, onsite inspections, tracking of key performance indicators, workload reports, supply consumption, etc. (Please limit any response to a maximum of 5 pages).

## 2. EXPERIENCE AND QUALIFICATIONS

- 2.1. Describe any quality accreditations, or professional memberships that your company possess for various kinds of cleaning certifications and organizations.
- 2.2. Describe resources, policies, or procedures that minimize employee turnover.
- 2.3. List other governmental agencies, their departments, and non-profit organizations that the company currently provides cleaning services; explain the scope of your services and for how long you've provided these services.
- 2.4. Explain why your company is the best choice for BGCAZ to hire for this contract.

## 3. CAPACITY

- 3.1. Describe the process by which emergency call outs or special event requirements are handled within your company and the ability to meet the requirements.
- 3.2. Describe the level of staffing available to perform this contract and how temporary absences are addressed to maintain service levels.
- 3.3. Describe your history with any of your proposed subcontractors. Provide a list of clients that you and your subcontractor are working together on during the past three years.

### 4. PRICING

- 4.1. Describe any additional costs/fees beyond those shown in the pricing spreadsheet. Why are these items additional costs and not included in the fixed pricing in your pricing spreadsheet?
- 4.2. Describe the most significant factors for this scope of work that contributed to your arriving at the price you quoted. Why were these considered most significant?
- 4.3. What items in this RFP if altered could make a significant cost savings to BGCAZ? Please explain why and the impact. Describe what you would recommend changing in this SOW to reduce the price of your service for BGCAZ.
- 4.4. Provide the Pricing Sheet in a separate file and not incorporated into this technical proposal response. This technical proposal and the separate pricing file comprise the complete offer.

# **SECTION 8-ATTACHMENTS**

1. COMPANY INFORMATION FORM

Contractor's Company Name:	
Address:	-
Contact Name:	_
Contact Phone Number:	
Contact Email:	_
Company Owner:	
Tax ID No.:	
AZ ROC Number (License Number):	

<u>Disclosure of Ownership</u>: (List below the names of all Principals or Joint Owners. Use additional sheet as necessary.

Name	Position With Company	Percent Ownership (%)

Number of Years firm has been furnishing services:

ACCOUNT MANAGER :\_\_\_\_\_\_TELEPHONE NUMBER:\_\_\_\_\_

EMAIL \_\_\_\_\_OTHER CONTACT \_\_\_\_\_

Provide the 24 hour emergency contact number used by clients in case emergency arises during non operational hours: \_\_\_\_\_\_

This number may be tested as part of the bid review process

# PERSON SUBMITTING THIS OFFER:

Name:\_\_\_\_\_\_Title:\_\_\_\_\_

## 2. SUBCONTRACTOR INFORMATION FORM

We will not be using any subcontractors on this project.We will use the following subcontractors on this project. (Do not list suppliers.)

Name/Address:		License #:
		Scope of Work:
Telephone: E-Mail:	Fax:	
		Cite which properties:
Name/Address:		License #:
		Scope of Work:
Telephone:	Fax:	
E-Mail:		Cite which properties:
Name/Address:		License #:
		Scope of Work:
Telephone: E-Mail:	Fax:	
		Cite which properties:
Name/Address:		License #:
		Scope of Work:
Telephone: E-Mail:	Fax:	
		Cite which properties:
Name/Address:		License #:
		Scope of Work:
Telephone: E-Mail:	Fax:	
		Cite which properties:

### 3. OFFER AND ACCEPTANCE FORM

## **OFFER AND AWARD**

## Solicitation/RFP: Boys & Girls Clubs of the Valley

4309 E. Belleview Rd., Bldg #14, Phoenix, AZ 85345

# SERVICES CONTRACT: JANITORIAL

The Undersigned hereby offers and agrees to furnish the materials, service(s), or construction in compliance with all the terms, conditions, specifications, and amendments in the solicitation released **Thursday, June 1, 2023**.

Contractor Company Name		Name of A	uthorized Signatory of Offer
Street Address		Title of Au	thorized Person
City State Date of Offer:	Zip Code	Signature	of Authorized Person
Telephone Number:			
Offeror's Federal Employer I			
Acknowledgement of Amend (Offeror acknowledges receip ment(s) to the Solicitation for related documents numbered	ot of amend- Offers and	Amendment Number	Date

# ACCEPTANCE OF OFFER AND AWARD

### Solicitation/RFP: Boys & Girls Clubs of the Valley

#### Services Contract: JANITORIAL

Your Offer is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by this Organization.

Signature

Printed Name

Date

Title

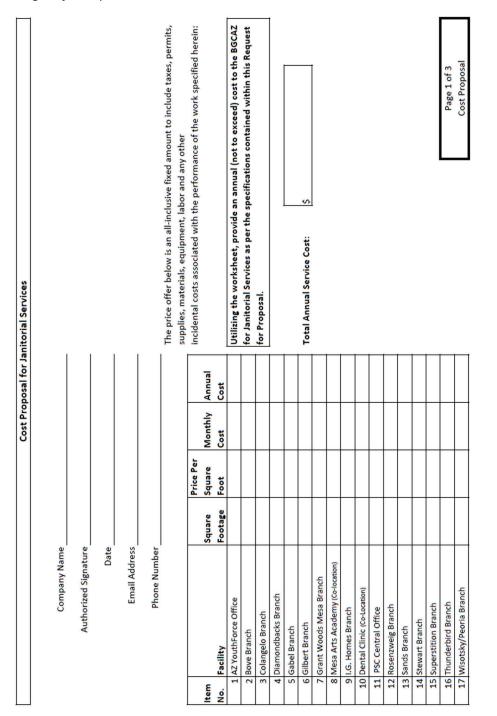
Organization: Boys & Girls Clubs of the Valley

Boys & Girls Clubs of the Valley Janitorial RFP #20230004 for 17 Property locations Page | 84

## 4. PRICING FORM (EXCEL SPREADSHEET)

### Complete using the separate Cost Proposal Excel Spreadsheet. Three (3) pages total

Images of the spreadsheet below.



	_	<b>U</b>	10	<u> </u>	-				-							-	
Company Name	Additional				Facility	AZ YouthForce Office	Bove Branch	Colangelo Branch	Diamondbacks Branch	Gabel Branch	Gilbert Branch	Grant Woods Mesa Branch	Mesa Arts Academy (Co-location)	I.G. Homes Branch	Dental Clinic (Co-Location)	PSC Central Office	Rosenzweig Branch
			1	ltem	No.	1	2	3	4	5	9	2	8	6	10	11	12
& Girls Clu orial RFP #						Pr	ор	ert	y lo	oca	itic	ons					

Cost Proposal for Janitorial Services: As Needed Miscellaneous Services

	Additiona	Additional floor care as needed	
		Cost for one (1)	
		additional Carpet	Cost for one (1)
ltem		<b>Cleaning with truck</b>	additional VCT Strip &
No.	Facility	mounted extractor	Wax
1	AZ YouthForce Office		
2	Bove Branch		
3	Colangelo Branch		
4	Diamondbacks Branch		
5	Gabel Branch		
9	Gilbert Branch		
7	Grant Woods Mesa Branch		
8	Mesa Arts Academy (Co-location)		
6	I.G. Homes Branch		
10	Dental Clinic (Co-Location)		
11	PSC Central Office		
12	Rosenzweig Branch		
13	Sands Branch		
14	Stewart Branch		
15	Superstition Branch		
16	Thunderbird Branch		
17	Wisotsky/Peoria Branch		

<b>Miscellaneous Services:</b>	
Additional Janitorial Services – for additional events and	- for additional events and
programs when the Branch/(	programs when the Branch/Office is not in normal operations
such as evenings, weekends,	such as evenings, weekends, and holidays or for additional
Hourly Rate	\$
Minimum Contract Hours	

Cost Proposal Page 2 of 3

Cost Proposal for Janitorial Services: Saturday Basketball Operations

services 37 Saturdays per year at at least three (3) of the locations listed below. Areas that would require cleaning at each Boys & Girls Clubs of the Valley may be starting Saturday operations at the select locations below. No final determination has been made on if or when Saturday operations will be occuring. If we do begin this program, we will need cleaning location are:

- Bathrooms: Clean all restrooms in facility per daily requirements listed in scope of work in RFP

- Trash removal: Gym, bathroom, lobby, exterior front

Company Name

Add	itional Saturday Cleaning	Additional Saturday Cleaning - Reduced Scope for Basketball Leagues
		Cost ber Saturday:
		Restrooms: Clean all restrooms in facility per
ltem		daily requirements listed in scope of work in RFP Trash removal: Gym, bathroom, lobby, exterior
No.	Facility	front
1	Bove Branch	
2	Gabel Branch	
3	Gilbert Branch	
4	Sands Branch	
5	Stewart Branch	
9	Thunderbird Branch	

Page 3 of 3 Cost Proposal

# 5. REFERENCES FORM

Company Name:				
			itracts awarded of <b>similar size</b>	2
and <b>scope,</b> to the re	equirements of this RFP	•		
Reference 1. :	Business Name:			
Address				
Phone:		e-mail:		
Contact Person:			Title:	
Dates of Services:				
Description of Work o	completed:			
	Business Name:			
Address				
Phone:		e-mail:		
Contact Person:			Title:	
Dates of Services:				
Description of Work c	completed:			
Reference 3.:	Business Name:			
Address				
Phone:		e-mail:		
Contact Person:			Title:	
Description of Work of	completed:			

# 6. CONFLICT OF INTEREST FORM

The purpose of this conflict of interest policy is to protect the interest of Boys & Girls Clubs of the Valley (BGCAZ) when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, director, volunteer, employee or affiliate of BGCAZ. This policy is intended to bring transparency to actions taken on behalf of BGCAZ to supplement but not replace any applicable state laws governing conflict of interest applicable to nonprofit and charitable corporations.

Definitions:

- Interested Person
  - Any officer, director, member of a committee with board-delegated powers, volunteer, employee or affiliate that has a direct or indirect financial interest, as defined below, is an interested person.
  - o If a person is an interested person with respect to any entity in the system of which BGCAZ is a part, he or she is an interested person with respect to all entities in the system.
- Financial Interest
  - o A person has a financial interest if the person has, directly or indirectly through business, investment, or family:
    - An ownership or investment interest in any entity with which BGCAZ has a transaction or arrangement, or
    - A compensation arrangement with BGCAZ or with any entity or individual with which BGCAZ has a transaction or arrangement, or
    - A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which BGCAZ is negotiating a transaction or arrangement
    - Compensation includes direct or indirect remuneration as well as gifts or favors that are substantial in nature.

## Implementation:

- Duty to Disclose
  - In connection with any actual or possible conflict of interest, an interested person must disclose the existence and nature of his or her financial interest to the directors and members of committees with board-delegated powers considering the proposed transaction or arrangement
  - After disclosure of the financial interest, the interested person shall leave the board or committee meeting while the financial interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

# Boys & Girls Clubs Conflict of Interest Certification Certificate

# Disclosure:

# **Relationships:**

Do you or any key personal in your company have any family or business relationship with any Board Member, officer, director, trustee, or key employee of Boys & Girls Clubs of the Valley?

[]Yes []No

If you answered yes, please describe the circumstances of the relationship(s):

# Conflict of Interest:

Do you or any key personal in your company have any financial interest, ownership or compensation arrangement (either directly or indirectly through business, investment or family) with BGCAZ?

[]Yes []No

If you answered yes, please describe the circumstances of the relationship(s):

Company Name: \_\_\_\_\_

Print Name:	

Signature:	

Date:

## 7. FINANCIAL QUESTIONNAIRE

Offeror shall complete each item using attachments if necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Please respond "Not Applicable", "N/A", or "none" as needed instead of leaving items blank. Failure to complete may result in the rejection of proposal as unresponsive:

*For each Yes answer to questions listed in the section, provide on additional sheets regarding the finding,	includina bu	ıt not
limited to parties involved, cause, current status, resolution, etc.	g	
(a) A judgment or conviction for any business-related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?	Yes	No
(b) A criminal investigation or indictment for any business-related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?	Yes	No
(c) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any federal, state or local government agency including, but not limited to judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency?	Yes	No
(d) An investigation for a civil or criminal violation for any business-related conduct by any federal, state or local agency?	Yes	No
(e) A grant of immunity for any business-related conduct constituting a crime under federal, state, or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	Yes	No
(f) Any licenses/certifications denied, revoked or suspended or provisionally issued?	Yes	No
(g) A federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract?	Yes	No
(h) A federal, state or local government suspension or debarment from the contracting process?	Yes	No
(i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease?	Yes	No
(j) A federal state or local determination of willful violation of any public works or labor law or regulation?	Yes	No
(k) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	Yes	No
(I) An Occupational Safety and Health Act citation and notification of Penalty containing a violation classified as serious or willful?	Yes	No

2.	During the past three years, has the vendor failed to file returns or pay any applicable federal, or local government taxes? <b>*If yes,</b> identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability.	state	Yes	No
3.	Has the vendor had any bankruptcy proceedings, assignments for the benefit of creditors or other measures taken for the protection against creditors been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any of the aforementioned proceedings pending by or against the vendor or its affiliates, regardless of the date of filing?		Yes	No
4	Does the vendor have at least five years of experience working with public sector agencies (so cities, municipalities, etc.)?	hools,	Yes	No
5.	Does the vendor have the financial resources necessary to fulfill the requirements of the proposed contract?		Yes	No
6	Is the vendor a division or subsidiary of another firm? <b>*If yes,</b> provide the name and address of the parent firm. Include a description of the working relationship between the vendor and the parent firm. Specify what impact if any, the relationsh have on the vendor's ability to meet the requirements for services described in the solicitation	nip will	Yes	No
7	Has the vendor ever had a name change? <b>*If yes,</b> provide all names formerly known as.		Yes	No
8	8 How long has vendor been doing business in Arizona?			years
9	Provide the vendor's annual sales for the last two years: 2022: 2021:			
is tru herei Valle	undersigned personally and on behalf of the vendor identified herein, does hereby state and caue, accurate and complete. It is further acknowledged that Boys & Girls Clubs of the Valley will in and in any attached pages for purposes of evaluating vendor's responsibility for contract away ey may, in its discretion, by means which it may choose, verify the truth and accuracy of any state acopy of audited financial statements for the immediate past two fiscal years.	rely upon the ard and Boys	information co & Girls Clubs	ntained of the
Nam	ne of Business Signature of Officer			
Addr	ress Printed Name of Officer			
City,	, State, Zip Title		_	

## 8. ADDENDA ACKNOWLEDGEMENT FORM

As required by this RFP, Offerors must submit this acknowledgement form with their response. One acknowledgement form per response, listing all addenda, is appropriate.

Addendum No.:
Addendum No.:
Company Name:
Representative Name:
Signature:
Date:

# 9. BGCAZ DIRECTORS' CLEANING EVALUATION EXAMPLE FORM BGCAZ DIRECTORS' CLEANING EVALUATION EXAMPLE FORM

Site:		Date of Inspection	Contractor:		
	<i>Items listed below will be updated to</i> <i>flect scope in</i> "Janitorial RFP #20230004 for 17 Property locations"	SATISFACTORY	UNSATISFACTORY	CORRECTIVE ACTION DATE	
1	PUBLIC LOBBY/CORRDIORS				
	Overview Cleanliness				
	Mats				
	Floor Appearances				
	Window/Glass/Sills/Side Panels				
2	STAIRWELLS				
	Doors/Door Frame/Handles/Glass appearances				
	Rails/Walls				
	Steps/Landings				
4	OFFICE/WORK/MEETING ROOMS				
	Overview cleanliness				
	Doors/Door Frame/Handles/Walls/Spot Cleaning				
	Cubicle Panels/Tables/Chairs/Legs/Arms				
	Floor Appearances				
	High/Low Dusting				
	Light Switches/Walls				
	Window/Glass/Blinds/Side Panels				
5	BREAKROOM/KITCHEN				
	Appliances (exteriors)				
	Cabinets/Countertops/Drawers/Sinks				
	Doors/Door Frames/Handles				
	Window/Glass/Sills/Side Panels				
6	RESTROOMS				
	Overview cleanliness				
	Countertops/Fixtures/Mirrors/Sinks				
	Floor Appearances				
	Floor Drain				
	Janitorial Supplies				
	Light Switches/Walls				
	Partitions/Toilets/Urinals				

7	GYM		
	Doors/Door Frame/Handles/Walls/Spot Cleaning		
8	Cleaning CUSTODIAL CLOSET/STORAGE		
0	Overview Cleanliness		
	Custodians are wearing their badge		
	<b>.</b> .		
	Stock up janitorial supplies		
	Wet/Dry Equipment & Chemicals in place		
9	CONFIDENTIAL/RECYCLE/TRASH BINS		
	Exterior/Interior Receptacles (Indoor/Outdoor)		
	Ground/Surroundings		
10	ENTRYWAYS		
	Doors/Glass appearances		
11	WINDOWS		
	Blinds		
	Frames/Sills		
	Glass		
12	FLOORS		
	Carpet		
	Ceramic tile		
	Concrete/Concrete Sealed		
	Hard Surface Floors		<u>I</u> I
	Laminated/Raised Flooring		
	Marble & Terrazzo		
	VCT		
	*Upholstery Furniture/Partitions		
13	MISCELLONOUS IN ALL AREAS		
	Air Vents/Ceiling Light Lens/Fans		
	Baseboard/Exterior Walls		
	Drinking Fountains		
14	SAFETY/TRAINING/CLEANING EQUIPMENT		
	Equipment & Chemicals placed in secure & safe		
	Approved cleaning chemicals		
	Approved equipment on hand and used		
	Custodians in compliance of daily cleaning functions & chemicals		
	Personal Protective Equipment available		
	SDS reviewed & updated		

# 10. BGCAZ CONTRACT MANAGER EVALUATION EXAMPLE FORM

# BGCAZ CONTRACT MANAGER EVALUATION EXAMPLE FORM

Complete this form during the last week of August, October, and December 2023

Beginning in 2024, complete this form within during the last week of the BGCAZ FY Quarter

Site:			Date:	
Address:			<b>Reviewed By:</b>	
Contractor:		Previous Score:	Previous Review Date:	
Purpose:	Assess contractor's adherence to contract specifications			
Goal:	Contractor's performance meets the cleaning standards per the agreed upon contract			
Compliance:	Response to non-compliance of contract specifications, as follows:			

BGCAZ Janitorial Services Review	Weight	Rating	Corrective Actions Needed (include details)
1.0 QUALITY OF SERVICE DELIVERY	65%		
1.1 Contract Performance			
1.2 Quality Control – Facility Inspection Report			
1.3 Cleaning Response Time			
2.0 MANAGEMENT & STAFFING	20%		
2.1 Staffing, Supervision, and Operations Plan			
2.2 Cleaning Schedule – Daily and Periodic			
2.3 REPORT. Daily Communication with Contract Representative			
<b>3.0 COMPLIANCE OF SERVICES</b>	10%		
3.1 Safety. Compliance with environmental, occupational health & safety laws and regulation			
3.2 Security. Compliance with security policies			
<b>3.3 Training. Compliance with service personnel training policies &amp; records</b>	g and		
4.0 ENVIRONMENTAL MANAGEMENT	5%		
4.1 Energy Conservation			
4.2 Environmental: Preferred Products – Chemicals and Equipment			
Total Weight	100%		
Score – Percentage of Compliance		%	Out of 100%

# 11. BGCAZ CORRECTIVE ACTION EXAMPLE FORM

# Attachment 10. EXAMPLE Corrective Action Plan (CAP) for (1.) [CAP Name]

Deficiency Identification	
2. Date Deficiency Identified:	3. Deficiency identified through:
<ul><li>4. Operational Area:</li><li>5. Business Owner: [Name and Title]</li></ul>	Internal Audit Finding Monitoring Activity Employee Disclosure Other (please specify)
6. Regulatory or Organizational Standard	
7. Issue of Non-Compliance including Root of	ause

Corrective Action – Plan/Training/Monitoring				
8. Plan				
9. Training				
10. Monitoring				
11. Milestone (Ke	y Deliverables and Dates)			
Date	Deliverable			
12. Close Date- A	nticipated			
13. BGCAZ Contra	act Manager Approval			
Approved by: [Nam	e and Title]	[Approval Date]		
14. Director of Safety & Facilities Review				
Approved by: [Nam	Approved by: [Name and Title] [Approval Date]			

15. Monitoring Results				
Monitoring Date	Results			
16. Change History				
17. Close Date – Fina	al			
18. Contract Manage	er Approval – Final			
Approved by: [Name	and Title]	[Approval Date]		
	y & Facilities Review			
Approved by: [Name	and Title]	[Approval Date]		
20. Supporting De	ocumentation			
Name		Description		

### Corrective Action Plan (CAP) Template Instructions

This document is designed to be a living document and record the CAP from implementation to completion. The Initial Phase (items 1 - 14) describes the deficiency and plan to correct the deficiency. The Final Phase lists the monitoring done to confirm the corrections were successful, any changes made to the plan and documentation supporting the completion of the CAP.

The CAP should initially be saved as "CAP Name – Initial" when the initial phase is complete and the plan is ready for implementation. Once the CAP is completed and documented it should be saved as "CAP Name – Final." Each CAP should be saved in a separate folder with all supporting documentation.

The CAP document is set up as a table which should expand as you continue typing in a field. Please add rows as needed.

Initial Phase

- 1. Name for the CAP. Typically related to the deficiency/issue being corrected.
- 2. Date the deficiency/issue was discovered.
- 3. How the deficiency was discovered.
- 4. Operational area responsible for the CAP.
- 5. Person responsible for ensuring the CAP is implemented, deficiency is corrected and monitoring confirms correction.
- 6. Aspect of contract being violated
- 7. Description of the deficiency including the root cause of why it happened.
- 8. Description of the plan to correct the deficiency.
- 9. Description of the training provided to employees on the corrective actions.
- 10. Description of the planned monitoring to ensure the issue is corrected.
- 11. List of proposed milestones to demonstrate progress and set a timeline for the implementation of the plan, training and monitoring. Each milestone and projected date should be recorded
- 12. Projected date for the completion of the CAP.
- 13. Name and date of approval of the CAP from the Upper Management of the Contractor
- 14. Name and date of approval of CAP by BGCAZ Contract Manager.

**Final Phase** 

- 15. Dates and results of monitoring conducted to ensure CAP was successful. Include monitoring done by BGCAZ and by Janitorial Supervisor.
- 16. Dates and changes made to the CAP after the initial approval.
- $17. \ {\rm Date} \ {\rm of} \ {\rm the} \ {\rm final} \ {\rm closure} \ {\rm of} \ {\rm the} \ {\rm CAP}.$
- 18. Name and date of final approval from the Upper Management of the Contractor.
- 19. Name and date of final approval by BCAZ Contract Manager.
- 20. Supporting documentation saved with the CAP to validate the process (e.g. new/updated P&Ps, training documents, etc.).