

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 100406
PROPOSAL DUE DATE: February 26, 2010 AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: Annual Floor Maintenance

PRE-PROPOSAL CONFERENCE DATE: February 18, 2010
TIME: 11:00 A.M.
LOCATION: City Hall, 255 W. Alameda
6th Floor Procurement Conference Room
Tucson, AZ

CONTRACT OFFICER: Ruth Estrada
TELEPHONE NUMBER: (520) 837-4132
Ruth.Estrada@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may also be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

****NOTICE****

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit www.tucsonprocurement.com, click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

RE/ts

PUBLISH DATE: February 3, 2010

INTRODUCTION

The City of Tucson is seeking proposals from qualified firms to provide floor maintenance services, including the stripping and finishing of hard floors (including composite and concrete) and the shampooing of carpets using extraction and bonneting. The purpose of this contract is to provide clean floor surfaces, thereby enhancing the attractiveness of buildings and promoting the longevity of floor coverings and surfaces.

The City's Facilities Management (FM) Division provides building maintenance services at most City-owned buildings and facilities through a combination of in-house staff and contract services. The floors covered by this contract will include some, but not all City flooring. Various FM Representatives may be involved in coordinating, reviewing, monitoring, evaluating, and approving Contractor work. In addition, other City departments may have need of floor maintenance services. Therefore, the City may amend this contract to include departments and locations not currently listed in this solicitation.

SCOPE OF WORK

FM currently has approximately 424,000 square feet of floor surface at the buildings under its maintenance responsibilities (see Attachment A - Floor Maintenance Sample Schedule). The building and floor surface inventory may increase or decrease during the term of the contract, as buildings or floor space is added or eliminated. The inventory of floor surfaces includes a variety of floor coverings of varying age and condition. Floor maintenance work is currently planned to be performed once annually at all locations. However, the frequency of floor work may either be reduced or increased during the term of this contract. Also, the FM Representative may require additional floor work at certain locations for various reasons (such as unanticipated wear and tear).

I. GENERAL REQUIREMENTS

- A. The Contractor shall shampoo carpet using the extraction and bonneting methods, and strip and finish composition, rubber, and concrete flooring.
- B. At all times while performing work, the Contractor shall utilize a floor crew of at least 3 individuals, to include 1 working Supervisor with a minimum 3 years experience in floor work. FM has found that this staff configuration is the most efficient and produces better quality service. Offerors may propose alternate staffing configurations.
- C. The FM Representative shall provide to the Contractor all floor finish, sealer, carpet shampoo, and revolver. The Contractor shall use the product supplied by the FM Representative and shall not substitute any product at any time. Should the FM Representative determine, through observation, inspection, testing, or other means that the products provided to the Contractor by the FM Representative for use on City flooring have not been used in full compliance with manufacturer, have been diluted, or other products have been substituted, this shall be grounds for immediate termination of the contract.
- D. FM usually provides the following chemicals/products:
 - Carpet Shampoo: Butcher's Fountainhead 128
 - Spin Bonnet Shampoo: S.C. Johnson's Bonnet Buff
 - Floor Sealer: Waxie's W-300
 - Floor Finish: Butcher's Mainstay
 - Concrete Sealer: Johnson Diversey Fortify
 - Stone floors & other specialties: Butcher's Ironstone

- E. The Contractor shall furnish all other supplies and equipment required to perform the floor maintenance services, including but not limited to power driven equipment, custodial tools, and other supplies that are specified and/or necessary to perform the floor maintenance services. FM will not provide any other supplies or equipment at any time to the Contractor for any reason.
- F. The Contractor shall follow all of the product manufacturer's instructions as to the preparation of surfaces, application of products, and the proper disposal of product. However, in the cases of conflict between FM specifications and the manufacturer's instruction, the former shall prevail.
- G. All supplies, equipment, and workmanship shall be subject to periodic inspection and approval by the FM Representative.
- H. The Contractor shall apply finish and sealer to floors as follows:

Flooring Other Than Those Listed Below: 2 coats sealer & 2 coats finish

Mexican Tile, Terrazzo, Concrete: 4 coats of sealer & 2 coats finish

Rubber Tile: 2 coats sealer & 5 coats finish.

In all cases, Contractor shall provide a drying time of not less than 30 minutes between coats.

- I. The FM Representative may provide storage space for Contractor equipment, due to the multi-day requirements to complete the work at Tucson Police Department Headquarters. Should the Contractor agree to use this storage space, the City shall not be responsible for the equipment, should the equipment be lost, damaged, or stolen. The City may be able to provide storage space at other locations; however, availability of other storage spaces is not guaranteed.
- J. Contractor must remove and replace chairs, desk mats, trashcans, boxes, etc. If two individuals of average strength cannot move a heavy object without strain, then that object may remain in place (i.e. filing cabinets, desks, and bookcases).
- K. The Contractor shall keep all outside doors locked while performing work and turn off all lights at the conclusion of floor work in any given area.
- L. The FM Representative shall meet with the Contractor's working supervisor daily to discuss any matters necessary for the completion of floor work and to resolve any issues and concerns that may arise.
- M. The Material Safety Data Sheets for all products used by the Contractor, not provided by the City, must be given to the FM Representative before the products are used. Contractor employees must have a copy of all MSDS sheets with them at all times at the job sites for all products used at the site. All chemical product containers must be clearly labeled as to contents, be stored safely and properly. Unmarked bottles containing any product, chemical, or materials may not be used at any time. FM maintains MSDS sheets at all locations for the chemicals the City provides.

II. EXPERIENCE, KNOWLEDGE AND TRAINING

In performing services under this contract, the Contractor and its technicians, workers, employees and sub-contractors shall:

- A. Maintain complete and up-to-date expertise, knowledge, and training (including all appropriate professional and technical certifications) for the professional performance of any and all required work.
- B. Consult with the FM Representatives as necessary or upon request to clarify the scope of existing specifications, to discuss changes to specifications or procedures, and to otherwise inform and advise.
- C. Utilize manufacturer's recommended or required specifications and procedures in place when this contract commences and those changes to manufacturer recommended or required maintenance or repair procedures that may occur during the term of this contract.
- D. Provide written notification to the FM Representative within 30 business days of any changes to manufacturer's required or recommended maintenance or repair procedures. Such changes shall automatically and instantly become part of this contract, shall not result in increased cost to the City or decreased cost to the Contractor, and shall not result in additional cost to the City at the time of their implementation but may be considered as part of annual contract renewal.

III. PREPARATION AND MANDATORY CONTRACT REVIEW MEETING

In performing services under this contract, the Contractor and its technicians, workers, employees and sub-contractors shall:

- A. Be fully knowledgeable of and understand all contract requirements and specifications before commencing any work and at all times thereafter.
- B. Participate in a mandatory Contract Review Meeting with FM Representatives, to be scheduled by the FM Management Coordinator. This mandatory meeting shall be held after contract award but before the Contractor begins providing services. The purpose of the Contract Review Meeting is to ensure that all parties fully understand and agree to all contract requirements before services commence and to obtain clarifications and preclude future misunderstandings. The Contractor and Contractor representatives shall use this meeting to verify scheduling and receive clarification regarding any contract requirements. That any requirements are not discussed in this meeting shall not relieve the Contractor of any responsibility under this contract.
- C. Have with them at all times a copy of the contract specifications and requirements.

IV. EMPLOYEES

In performing services under this contract, the Contractor shall:

- A. Assign work to employees who are fully trained and qualified to perform work, and provide evidence of their qualification and training upon request.

- B. Utilize only individuals to work on this contract who have successfully completed a background investigation conducted by the Tucson Police Department. The Contractor shall submit the names of individuals the Contractor intends to perform work to the FM Contract Representative. Individuals shall not perform work until the FM Contract Representative notifies the Contractor of successful completion of the background investigation. The FM Contract Representative will notify the Contractor of the results of the background investigation as either 'Pass' or 'Fail.' No other information will be provided. The Contractor shall not assign work to individuals who have failed the criminal background investigation. Personnel may begin work only after the background investigation is complete and the FM Contractor Representative has notified the Contractor. Criminal background investigations are conducted at no cost to the Contractor.
- C. Designate at least one individual to act in a supervisory capacity as the Company Representative. The individual(s) shall be responsible for and have authority to act in overseeing and supervising Contractor employees, be available at the request of the City to inspect and discuss work, to resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 24 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.
- D. Ensure that all employees and personnel wear identification badges that clearly show the Contractor's company name and the first and last name of the employee.
- E. Ensure that all employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful, and constructive communication with the FM Representatives, other City staff, and the public.
- F. Ensure that all employees and personnel, while working at City buildings and sites or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.
- G. Remove immediately and permanently from assignment to this contract any employee who is determined by the FM Representative to be incompetent, abusive, disorderly, disruptive, uncooperative, ineffective, intoxicated, in possession of or under the influence of any illegal substance, in possession of weapons, firearms, explosives, or dangerous substances, or is otherwise determined to be generally ineffective. The FM Contract Representative will rely on his or her own observations of the employee's work performance, work products, or resulting system performance, and the input of other City employees or citizens in making a determination. The City reserves the right to have Contractor employees removed with the assistance of Security personnel or the Tucson Police Department; therefore the individual may be subject to arrest and criminal prosecution. The City reserves the right to have a contractor employee removed at the City's sole discretion.

V. LEGAL AND REGULATORY REQUIREMENTS

In performing services under this contract, the Contractor and its technicians, workers, employees and sub-contractors shall:

- A. Be fully knowledgeable of, and fully comply with, all laws, regulations, building and construction codes, manufacturer specifications and instructions, accepted and recognized industry work practices and standards, safety practices and procedures, and any other relevant requirement, guideline, standard, or instruction.
- B. Be knowledgeable of, obtain, and maintain during the term of this contract any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the FM Representative upon request.
- C. Pay all taxes, charges, and fees that are necessary or required.
- D. Conduct all work in strict and absolute adherence to all applicable professional and legal safety standards and requirements, particularly Occupational Safety and Health Administration (OSHA) requirements.

VI. MATERIALS AND LOGISTICS

In performing services under this contract, the Contractor shall:

- A. Ensure staff assigned to this contract are responsive and are on-call and available to receive service calls at all times.
- B. Provide all necessary labor, materials, equipment, supplies, tools, and vehicles necessary to complete all work. All supplies, labor, vehicles and equipment shall be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by the FM Representative.
- C. Provide materials and workmanship that is of the highest industry standards. Materials purchased by the City through this contract shall be new and subject to inspection and approval by the City Representative prior to delivery or installation.
- D. Use new materials and parts that are of the standard grade for the intended purpose. In the event that new material or parts are not immediately available, the Contractor shall obtain approval from the FM Representative for the temporary use of rebuilt or reconditioned materials or parts while new materials and parts are obtained.
- E. Provide storage and office space for all supplies, vehicles, materials, and equipment at the Contractor's own facilities, and not use City facilities for office space or storage, unless specifically specified elsewhere in this contract.
- F. Clean-up and dispose of off-site all work-related refuse, materials, chemicals, or other items at no additional cost to the City, in full compliance with all legal and regulatory requirements.
- G. Avoid incidental structural damages and repair at no cost to the City any damage caused by the Contractor or its employees within 24 hours, or earlier if the damage is determined by City representatives to be of an emergency nature. Repairs shall be completed to the full satisfaction and acceptance of the appropriate City representative.
- H. Adhere to the FM Equipment Shut Down Procedures when work causes equipment to be shut-down.

- I. Provide in advance of their use Materials Safety Data Sheets (MSDS) for all products used under this Contract.
- J. Receive and be responsible for City issued keys and badges that may be provided by the City. Contractor employees shall be required to sign for each key and badge issued to them by the City. The Contractor shall be required to pay \$30 to the City for each badge and \$10 for each key lost by the Contractor's personnel. If a breach in security results from the loss of keys requiring that locks be changed or re-keyed, the Contractor will be responsible for the associated actual costs.

VII. FM RESPONSIBILITIES

The Contractors primary contacts within the FM Division shall be:

FM Representative(s): Responsible for routine direct coordination with Contractor, requesting service calls, providing or coordinating access to units by the Contractor Technician when necessary, providing technical assistance, support, monitoring of Contractor performance, discussion and resolution of performance problems.

FM Management Coordinator (Contract Administration): Designated as the City's Contract Representative, responsible for overall contract administration and compliance, documenting contractor performance, and coordination with the City's Procurement Department.

FM will designate one or more FM Representatives to assist with and oversee Contractor work. The FM Representative shall:

- A. Coordinate and schedule work with the Contractor and meet the Contractor at work sites and buildings as necessary to facilitate and monitor the Contractor's work.
- B. Monitor Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and to ensure overall contract compliance.
- C. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the roofing sites and/or building facilities.
- D. Consult with the Contractor in advance and during the course of work to ensure the work progresses and is completed to the full satisfaction of the City.
- E. Consult with manufacturer representatives to verify proper product uses and application when necessary.
- F. Conduct unannounced periodic inspections of the Contractor's work.
- G. Independently inspect and test any materials, parts, equipment or performance to ensure the proper performance of units.
- H. Direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions, and request warranty work.

- I. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.
- J. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

VIII. MONITORING CONTRACT COMPLIANCE

FM will utilize a contract compliance function to ensure that the City receives all contracted services and that the Contractor is paid promptly and fully for work performed to the City's satisfaction. FM will utilize the following steps when monitoring Contractor performance:

- A. On-Site Monitoring: The FM Representative shall monitor Contractor performance at any time during any service calls, through the use of observation, discussion, and technical assistance, and may use the contract, personal expertise and judgment, inspection, observation and independent testing to draw conclusions about the performance of the Contractor.
- B. Inspection of Equipment, Parts, Materials, Supplies: The FM Representative may conduct inspection or testing of any and all equipment, parts, materials, or provided by the Contractor to verify contract requirements regarding compliance with manufacturers specifications.
- C. Equipment Testing and Performance: The FM Representative may independently test, or have tested by an outside third party, components that have been repaired or replaced by the Contractor Technician to verify equipment specification and performance. The performance of units repaired or replaced by the Contractor shall be key indicator of Contractor effectiveness.
- D. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the FM Management Coordinator may at any time conduct a review, inspection or audit of the Contractor's work or performance related to any contract requirement.
- E. Documentation of Performance Monitoring Results: FM Management Coordinator shall provide the results of any contract monitoring activities or tests, either verbally or in writing, to the Contractor.

IX. CORRECTING CONTRACTOR PERFORMANCE

The Contractor will adhere to and cooperate with the following process and steps to document and correct performance issues. These steps will be in addition to any other standard contractual remedies. It is the intent of the City to resolve performance related matters to the full satisfaction of FM Management, thereby ensuring that the interests of the City are protected.

- A. Informal Discussion: The FM Representative shall attempt to promptly and informally resolve non-critical contract performance issues at the first level through a discussion with the on-site Contractor Supervisor. Matters unresolved will be forwarded to the FM Management Coordinator.
- B. Notification to FM Management: If in the judgment of the FM Representative the performance issue is of a repetitive, serious or critical nature, or a first level information discussion has not resolved a non-critical issue, the FM Representative shall notify the FM Management Coordinator.

- C. Reporting Deficient Performance to the Contractor: The FM Management Coordinator will forward copy's of written performance comments to the designated Contractor Representative, requesting follow-up action on the part of the Contractor Representative to resolve the performance matter.
- D. Consultation with the Contractor: The Contractor's designated management representative shall at the request of the Management Coordinator meet to discuss and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.
- E. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Tucson Procurement Department for remedy.

X. SCHEDULING

- A. The Contractor shall provide all floor maintenance work in full compliance with the Floor Maintenance Schedule (Attachment A). All scheduling shall be at the convenience of the City and the Contractor shall adhere to any schedule established by the FM Representative.
- B. During the first year of the contract, not all locations shall be serviced by the Contractor, as some work may have been already performed under the previous contract. The FM Representative shall inform the Contractor of the work to be performed during the first year of the contract.
- C. The Contractor shall perform floor maintenance either between the hours of 4:00 PM and 2:00 AM, Monday through Friday (excluding holidays and other designated days) or at other times as specifically noted on the Floor Maintenance Schedule. Most, but not all scheduled days have been structured so that work may be completed in 8 hours.
- D. The Contractor shall notify the FM Representative via telephone call no less than 24 hours prior to a scheduled start date/time if the Contractor is unable to adhere to the schedule or otherwise is unable to perform the work in compliance with the schedule. The notification shall include the specific reason why the Contractor is unable to perform the work as scheduled. The FM Representative shall document the Contractor's inability to adhere to the schedule and the reason provided.
- E. The FM Representative shall maintain a Service Log of all agreed service dates as well as actual dates of service completion. The Service Log will also include notation of any delays in service, reason(s) for the delay, the date that the City Representative was contacted to discuss the delay and any other pertinent information to the service date(s). Failure to comply with the requirements of this clause may result in contract termination.
- F. The FM Representative shall inspect all completed work to determine if the work meets the performance requirements of the contract. Should the FM Representative determine that the work has not been performed in a satisfactory manner or not in full compliance with the Contract, the FM Representative shall direct the Contractor to re-do the work, which may involve re-doing portions or all of any specific location. Re-do work shall be scheduled by the FM Representative on a scheduled make-up day, or otherwise at the convenience of the City. Such re-do work shall be performed by the Contractor in full compliance with the contract at no additional cost to the City.

G. Scheduled makeup days will be included within the master schedule to be used for conducting work that the Contractor was prevented from completing on schedule, work the Contractor was unable to perform as scheduled, work completed by the Contractor that the FM Representative has directed must be re-done due to unacceptable work, or for any unanticipated requests for work that were not part of original schedule. The FM Representative shall inform the Contractor which locations will be serviced on makeup days. The Contractor shall adhere to all makeup day work as scheduled by the FM Representative.

XI. INVOICING

The Contractor shall on a monthly basis submit a single invoice for all floor maintenance work conducted during the previous calendar month, consistent with the Price Page rates and square footage as noted in Attachment A.

The Contractor shall submit an original copy of the invoice to the City of Tucson Finance Department, Accounts Payable Division, and may at the same time submit a copy of the original to the FM Representative.

The invoice shall include an attached copy of the locations completed by the Contractor and accepted by the FM Representative.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
- E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
- F. Periods of time, stated as a number of days, shall be in calendar days.
- G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. PAYMENT DISCOUNTS: Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.

8. TAXES: The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. PROPOSAL/SUBMITTAL FORMAT: An original and 3 copies (4 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** Prior to the award of a Contract, the successful offeror must obtain a City of Tucson Business License or a written determination that a business license is not required issued by the City's Business License Section. The business license must remain valid throughout the life of this contract. Contractor must provide a valid copy of the business license or a written determination that a business license is not required prior to award and at contract renewal. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 22. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

23. PROPOSAL RESULTS: The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

24. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Price Proposal
- B. Qualifications & Experience
- C. Method of Approach

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days.
3. Will payment be accepted via commercial credit card? _____Yes _____No
 - a. If yes, can commercial payment(s) be made online? _____Yes _____No
 - b. Will a third party be processing the commercial credit card payment(s)? _____Yes _____No
 - c. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
 - d. If “no” to above, will consideration be given to accept the card in the future? _____Yes _____No
4. Does your firm have a City of Tucson Business License? _____Yes _____No
If yes, please provide a copy of your City of Tucson Business license.

B. Qualifications & Experience

1. Provide a description of the company and the company’s experience in conducting floor maintenance work. Include information on how long the company has been in business and personnel resources will be devoted to the work.
2. Provide the names of key company officers.
3. Provide the names of employees who will supervise and/or perform work on this contract, and include summary resumes, levels of training, certifications received, and descriptions of their experience and expertise.
4. Describe the supervisory structure of the personnel assigned to this contract.
5. Provide at least three (3) references for work that is similar in scope to the Scope of Work of this contract.

C. Method of Approach

1. Describe how your firm will address the Scope of Work. In particular state what the proposed staffing configuration will be.
2. Provide a description of proposed quality control practices in addition to the requirements described in the Scope of Work.
3. Provide a list of materials, vehicles and equipment inventory for use under this contract. Inventory listed shall be located in Pima County.
4. Describe how emergency call outs would be handled and responded to.
5. Provide a sample invoice.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on all of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

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

E. Multiple Awards:

To provide adequate contract coverage, the City intends to make multiple awards. If multiple awards are made, the top ranked firm shall be awarded first position and the second ranked firm shall be awarded second position. The City will contact the first position Contractor for all orders. If the first position Contractor is unable to meet the City's immediate requirements, then the City will contact the second position Contractor.

MWBE PROVISIONS

THE MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE ("MBE/WBE") PROGRAM WAS ADOPTED ON AUGUST 5, 1996, AND AMENDED EFFECTIVE FEBRUARY 10, 2009 BY THE CITY OF TUCSON'S MAYOR AND COUNCIL. THE MBE/WBE PROGRAM AND POLICIES ARE CODIFIED IN CHAPTER 28, ARTICLE XIII OF THE CITY PROCUREMENT CODE. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS, VENDORS, SUPPLIERS AND OTHERS WHO ARE INTERESTED IN CONTRACTING WITH THE CITY OF TUCSON TO READ AND BECOME FAMILIAR WITH THIS SECTION OF THE CITY CODE. IN ORDER TO RECEIVE THE APPLICABLE PRICE PREFERENCE FOR GOODS, MATERIALS, AND GENERAL SERVICES IN ACCORDANCE WITH ARTICLE XIII OF THE TUCSON PROCUREMENT CODE, ALL CERTIFIED MBE/WBE FIRMS ARE REQUIRED TO SUBMIT A COPY OF THEIR MBE/WBE CERTIFICATE WITH THEIR BID OR PROPOSAL.

1. PRICE PREFERENCE FOR GOODS, MATERIALS/SERVICES OFFERED BY AN ELIGIBLE CERTIFIED M/WBE: In accordance with Article XIII of the Tucson Procurement Code, up to a seven percent (7%) price preference will be given to an eligible local certified minority and women-owned firms who submit a bid or proposal for goods, materials, and general services and are eligible to receive such preference based on disparity. The price of bids or offers received from a Certified M/WBE shall be adjusted by seven (7) percent for Solicitations with a projected contract value between the bid threshold and below one hundred fifty thousand dollars (\$150,000) and five (5) percent for Solicitations with a projected value between one hundred fifty thousand dollars (\$150,000) and five hundred thousand (\$500,000) in the initial term of the contract. This adjustment shall be solely for the purpose of applying the price preference. The actual value of any contract award shall be the amount of the actual offer submitted by the M/WBE. TO BE ELIGIBLE FOR THE PRICE PREFERENCE, M/WBE FIRMS MUST BE CERTIFIED PRIOR TO THE SUBMITTAL DUE DATE AND PROOF OF CERTIFICATION MUST BE PROVIDED WITH THE BID/PROPOSAL DOCUMENTS.

2. DEFINITIONS

Certified MBE or WBE - A local disadvantaged business enterprise (DBE) minority or woman-owned business enterprise which has completed the certification application process for certification and has met the requirements set forth in Title 49, Code of Federal Regulations, Part 26 (49 CFR Part 26) – the United States Department of Transportation Office of Small and Disadvantaged Business Enterprise. All criteria and definitions relative to DBE and/or MBE/WBE certification shall be followed in accordance with 49 CFR Part 26 (and as it may be amended).

Commercially Useful Function - The performance of real and actual services in the discharge of any contractual endeavor. An MWBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

Eligible Contract Relative to General Procurement of Goods, Services and Materials - Any contract, unless otherwise precluded by law, for goods, materials, or general services of which the estimated cost exceeds the formal solicitation threshold. Eligible Contracts do not include sole source contracts, petty cash purchases, small purchases, emergency purchases, contracts with nonprofit agencies, contracts for construction or construction services, contracts for professional services, contracts for architectural and engineering services, or contracts for non-competitive purchases, as provided under provisions of the City's Procurement Code.

Minority Business Enterprise (MBE) - A local disadvantaged MBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more minority persons who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

Woman-owned Business Enterprise (WBE) - A local disadvantaged WBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more non-minority women who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

3. **APPLICABILITY:** The seven percent (7%) price preference is available for solicitations with a projected contract value between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) is available for solicitations with a projected contract value exceeding one hundred fifty thousand dollars (\$150,000) provided that the MBE/WBE is certified at the time of the bid opening or proposal due date and eligible to receive such preference based on disparity. Bid preference percentages shall only be available to those MBE/WBEs where it is determined that there is significant underutilization.

NOTICE: THE PROCESS OF BECOMING A CERTIFIED MBE/WBE FIRM BY THE OFFICE OF EQUAL OPPORTUNITY PROGRAMS TAKES SEVERAL WEEKS. PLEASE CONTACT THE OFFICE OF EQUAL OPPORTUNITY PROGRAMS AT (520) 791-4593, IF YOU ARE INTERESTED IN MBE/WBE CERTIFICATION.

SPECIAL TERMS AND CONDITIONS

1. INSURANCE: The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workmen's Compensation Employer's Liability	Statute \$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage
Comprehensive Automobile Including: (1) Non-Owned (2) Leased (3) Hired Vehicles	\$1,000,000 Bodily Injury Liability Insurance Combined Single Limit \$100,000 Property Damage

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

2. LIVING WAGE REQUIREMENT: In accordance with the Tucson Procurement Code, Chapter 28, Article XV, providing for a living wage requirement for all employees supplying specific service to the City of Tucson, this solicitation, and the resulting Contract, is subject to the referenced Article. By signing the Offer and Acceptance page, Bidder/Offeror agrees to comply with the requirements of the Article. Such requirements include, but are not limited to:

A wage of no less than \$9.74 per hour (with health benefits being provided to employees); or a wage of no less than \$10.96 per hour (without health benefits being provided to employees); and If health benefits are offered, an eligible contractor shall pay no less than 50% of the eligible employee's health benefits premium.

In accordance with Sec. 28-157 (f) of the Tucson Procurement Code, if health benefits are offered to an eligible employee under an eligible Contract, proof of the above compliance shall be provided by the successful Bidder/Offeror upon notification by the City of its intent to award a Contract.

Notwithstanding the Severability clause, under Standard Terms and Conditions, if the provisions of this clause become unenforceable for any reason, the City reserves the right to terminate this Contract without penalty or liability. In the event the City negotiates an adjustment to the terms, conditions, or price acceptable to the parties, then this Contract shall continue until expiration.

Compliance with Wage Requirement: The City's Director of Procurement shall monitor compliance, including the investigation of claimed violations, and may promulgate administrative rules and regulations to implement and enforce this Article. In the event of any violation of the provisions set forth in this Article, the responsible Contractor and any applicable subcontractors shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The City's Director of Procurement is additionally authorized to take any one or more of the following remedies in the event of a written determination of noncompliance:

Liquidated damages paid to the City in the amount of \$50.00 for each incidence of non-compliance for each day of non-compliance and/or each day it continues;

Suspension of further payments under the Contract until the violation has ceased;

Suspend and/or terminate the Contract for cause; and/or

Debar or suspend the Contractor or subcontractor from future City contracts pursuant to Tucson Procurement Code, Chapter 28, Article IX.

Protests or appeals of the Director's remedies for non-compliance shall be in accordance with Article IX.

Records for Wage Requirement:

The Contractor and any applicable subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the City's Director of Procurement, and shall permit such representatives to interview employees during working hours on the job. If the Contractor and any applicable subcontractor fails to submit the required records or make them available, the Director may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Article IX.

Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

All inquiries regarding the Living Wage program may be directed to the Contract Officer responsible for this solicitation.

3. PRICE ADJUSTMENT: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

4. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

5. WARRANTY: Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. Contractor shall accept and respond to all requests for warranty-related inspection, assessment, and work within 24 hours after notice by the City Representative and at no additional cost to the City. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

- 12. CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall 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 shall 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 shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. HUMAN RELATIONS: Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. INTERPRETATION-PAROLE EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. LICENSES: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

25. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

26. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

28. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

29. PAYMENT: The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

30. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

32. RECORDS: Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

33. RIGHT TO ASSURANCE: Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

34. RIGHT TO INSPECT: The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

35. RIGHTS AND REMEDIES: No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

36. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

37. SHIPMENT UNDER RESERVATION PROHIBITED: No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

38. SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

39. SUBSEQUENT EMPLOYMENT: The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

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

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

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

42. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

Prices shall be based on a single flat rate, per square foot, per floor type for carpet, tile, and other (composite, rubber, and concrete) for all floor work at all designated locations as shown on Attachment A. The single flat rates must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

Carpet \$ _____ per square foot

Tile \$ _____ per square foot

Other \$ _____ per square foot
(Composite, Rubber and Concrete)

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this ____ day of _____, 2010.

Awarded this ____ day of _____, 2010.

As Tucson City Attorney and not personally

Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

ATTACHMENTS

See Attached Excel Spreadsheet

FLOOR MAINTENANCE SAMPLE SCHEDULE

Day	Building	Work Area	CARPET	TILE	OTHER
Monday	Heliport	Police Heliport	100	1,040	
Tuesday	TOPSC	Bldg 1 north end carpet	11,800		
Wednesday	TOPSC	Bldg 1 south end carpet			
Thursday	TOPSC	Bldg 1		3,300	
Friday	TOPSC	Communications Dispatch		1,900	
Monday	TOPSC	Traffic Engineering		1,450	
Tuesday	TOPSC	Traffic Engineering		2,000	
Wednesday	TOPSC	Pavement Management	780	130	
	TOPSC	Tucson Clean and Beautiful	760		
Thursday	TOPSC	Communications Maintenance	440		
	TOPSC	Streets	3,100	150	
Friday		Make-Up Day			
Monday	Miller Library	Conference Room & Break Room	10,800	1,150	
Tuesday	Rincon Police	Police Sub-station	6,110	5,310	
Wednesday	Rincon Police	Police Sub-station			
Thursday	Rincon Police	Police Sub-station			
Friday	TOPSC	Rest Rooms by Carpenter Shop/Carp break room/west hallway		2,726	
Monday	TOPSC	Custodial Office/Tool room		1,660	
Tuesday	TOPSC	Comm. Maintenance		2,650	
Wednesday	TOPSC	Print Shop Front Office / FM Supervisor's		1,720	
Thursday	Ward 5	Council Office	4,600	700	
Friday		Make-Up Day			
Monday	TOPSC	Lock shop/south hallway		2,100	
Tuesday	TOPSC	Central Stores Offices (10:00am)	530	1,560	
Wednesday	TOPSC	Auto Stores/Fleet Break room (4:00pm)		860	
Thursday	TOPSC	Main fleet shop/Heavy Equipment Shop		1,860	
Friday		Make-Up Day			
Monday	TOPSC	Rest Rooms by Comm. Maint/North Hallway		3,030	
Tuesday	TOPSC	East hallway		1,130	
Wednesday	TOPSC	Amphitheater		1,720	
Thursday	TOPSC	Bldg 2 A&E Offices	4,220		
Friday		Make-Up Day			
Monday	TOPSC	Bldg 2 Comm. Admin & IT.	2,010		
Tuesday	TOPSC	TOPSC Bldg 6 - Environmental Services		7,350	
Wednesday	TOPSC	TOPSC Bldg 6 - Streets		1,340	
Thursday	TOPSC	TOPSC Bldg 3 - After 8:00 pm		750	
Friday	TOPSC	TOPSC Bldg 7	340	370	
Monday	TOPSC	TOPSC Bldg 5 - After 8:00 pm		490	
Tuesday	Eastside Svc Cntr	Eastside Service Center	680		
Wednesday	Eastside Svc Cntr	Eastside Service Center		3,700	
Thursday	Eastside Svc Cntr	Eastside C.H.. carpet	4,600		
Friday	Eastside Svc Cntr	Eastside C.H.. tile		1,537	
Monday	Eastside Svc Cntr	Eastside Police tile & lobby carpet	2,264	2,500	
Tuesday	Ward 1	Ward 1 Council (Start TBD)	1,600	360	
Wednesday	Ward 3	Ward 3 council carpet (Start TBD)	1,550		
Thursday	Ward 3	Ward 3 council tile (TBD)		1,500	
Friday		Make-Up Day			
Monday	Ward 6	Ward 6 Council (TBD)	2,840	2,400	
Tuesday	Ward 6				
Wednesday	Ward 6				
Thursday	PSTA	P.S.T.A.	30,100	16,100	
Friday	PSTA	Admin 2nd FI Fire side			
Monday	PSTA	Admin 1st FI carpet			
Tuesday	PSTA	Admin 1st fl tile			
Wednesday	PSTA	Admin 2nd FI Police side			
Thursday	PSTA	100 classrooms			
Friday	PSTA	200 classrooms			
Monday	PSTA	Finish classrooms			
Tuesday	PSTA	Physical training			
Wednesday	PSTA	Finish Physical training			
Thursday	PSTA	Armory start at 12 pm - Date TBD			
Friday	PSTA	Driving track/ apparatus bldg			
Monday		Make-Up Day			
Tuesday	Santa Cruz Police	Santa Cruz Police	10,700	3,500	
Wednesday	Santa Cruz Police	S.C. Police			
Thursday	Santa Cruz Police	Santa Cruz Police			
Friday	Santa Cruz Police	Finish Santa Cruz			
Monday	Hardesty Midtown	Midtown Police lobby carpet and Conf room	12,756	15,577	

FLOOR MAINTENANCE SAMPLE SCHEDULE

Day	Building	Work Area	CARPET	TILE	OTHER
Tuesday	Hardesty Midtown	carpet commanders, Water office (all), R.R. in lobby			
Wednesday	Hardesty Midtown	Carpet Detectives, Srgt's offices and all small offices			
Thursday	Hardesty Midtown	Rubber tile in hallways			
Friday	Hardesty Midtown	Rubber tile Briefing/ Debriefing Rooms			
Monday	Hardesty Midtown	Bike unit, evidence, gun room, small tile areas			
Tuesday		Make-Up Day			
Wednesday	Hardesty Midtown	All rooms in holding cell area			
Thursday	Hardesty Midtown	finish holding Cells			
Friday	Hardesty Midtown	S.W.A.T. Bomb room, hallway and restrooms			
Monday	Hardesty Midtown	S.W.A.T. offices & Briefing room			
Tuesday	Hardesty Midtown	Locker rooms			
Wednesday	Hardesty Midtown	S.W.A.T. vehicle bays			3,375
Thursday	Hardesty Midtown	Fingerprint section (12:00 pm)			
Friday	Fire Maintenance	Fire Maintenance	1,100	3,330	
Monday	Fire Maintenance	Fire Maintenance			
Tuesday		Make-Up Day			
Wednesday	Westside Police	Westside Police (public meeting rooms)	27,510	2,216	13,940
Thursday	Westside Police				
Friday	Westside Police				
Monday	Westside Police				
Tuesday	Westside Police	Westside Police			
Wednesday	Westside Police				
Thursday	Westside Police				
Friday	Westside Police				
Monday	Westside Police				
Tuesday	Westside Police	Finish tile floors at Westside			
Wednesday		Make-Up Day			
Thursday	Police HQ	Police Headquarters start 3rd fl. Supply, Family Youth Services carpet	53,800	19,200	
Friday	Police HQ	3rd fl. Tile north hallway, FYS tile			
Monday	Police HQ	3rd fl. Tile south hallway, old restrooms			
Tuesday	Police HQ	3rd fl. Central Investigations/Fraud carpet			
Wednesday	Police HQ	3rd fl. Violent Crimes carpet			
Thursday	Police HQ	Police Headquarters 3rd fl. Remaining tile			
Friday	Police HQ	Make-Up Day			
Monday	Police HQ	2nd Fire Chief's office, front hallway & record's lobby			
Tuesday	Police HQ	2nd Record's section & record's officer lobby			
Wednesday	Police HQ	2nd Record's tile & restrooms in record's lobby			
Thursday	Police HQ	2nd hallways			
Friday	Police HQ	2nd fl legal advisors & Admin resource			
Monday	Police HQ	2nd Crime Lab & restrooms by crime lab			
Tuesday	Police HQ	2nd Data Services and balcony & lunch room w/balcony			
Wednesday	Police HQ	Make-Up Day			
Thursday	Police HQ	1st fl Human resources, Office Professional Standards & Background Services			
Friday	Police HQ	1st fl Station Manning, planning & P.I.O.. office			
Monday	Police HQ	1st fl			
Tuesday	Police HQ	1st fl.			
Wednesday	Police HQ	ground fl.			
Thursday	Police HQ	ground fl.			
Friday	Police HQ	ground fl.			
Monday	Police HQ	ground fl.			
Tuesday	Police HQ	ground fl.			
Wednesday	Police HQ	ground fl.			
Thursday	Police HQ	ground fl.			
Friday	Police HQ	ground fl.			
Monday	Police HQ	ground fl.			
Tuesday		Make-Up Day			
Wednesday	EPIC	Evidence Property & Identification Center (EPIC)	9,541	10,953	
Thursday	EPIC	Evidence Property & Identification Center (EPIC)			
Friday	EPIC	Evidence Property & Identification Center (EPIC)			
Monday	Ward 4	Ward 4 Council	1,950		
Tuesday				101	
Wednesday		Development Services - Inspectors	2,050	1,650	
Thursday	10 N. Park	10 N Park - Transportation Streets	500	550	
Friday	948 E. Broadway	Transportation Engineers & Children's Education Commission	1,931	1,908	
Monday	Water Plant 2	Water plant #2 trailer all (960sq ft total)	600	360	
Tuesday	Water Plant 2	Water plant #2 metal bldg			
Wednesday	Water Plant 3	Water plant #3 house 2		2,260	
Thursday	Water Plant 3	Water plant #3 house 1			
Friday		Make-Up Day			

FLOOR MAINTENANCE SAMPLE SCHEDULE

Day	Building	Work Area	CARPET	TILE	OTHER
Monday	S. 10th	S. 10th complex Supervisor's bldg + Water Stores		2,400	
Tuesday	S. 10th	S. 10th complex trailer & weld shop/transfer			
Wednesday	Los Reales	Los Reales Landfill	1,200		
Thursday				2,800	
Friday					
Monday	800 E. 12	800 E. 12th			
Tuesday		Make-Up Day			
Wednesday	Fire Central		50,194		
Thursday	Fire Central				
Friday	Fire Central				
Monday	Fire Central				
Tuesday	Fire Central				
Wednesday	Fire Central				
Thursday	Fire Central				
Friday	Fire Central				
TOTAL SQUARE FOOTAGE			263,056	143,348	17,315