

**SOLICITATION AMENDMENT
RFP # 2014-085
CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION
623.349.6174**

AMENDMENT #1

NOTE: Attach to Original RFP. However, if Proposal has already been returned, complete this amendment and return for attachment to your Proposal by 10:00 a.m., April 27, 2015

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Debby Fasano

SOLICITATION: RFP# 2014-086: Janitorial Services

NOTICE TO CONTRACTORS:

This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Request for Proposals documents prepared by the City of Buckeye.

Bid Due Date and Time: **April 27, 2015 at 10:00 AM**

Last Day for Questions: **April 20, 2015 at 12:00 PM**

THE FOLLOWING CLARIFICATIONS ARE BEING MADE:

1. On the Procure AZ site the Bid Opening Date and Time were listed as April 27, 2015 at 10:10 AM and should read April 27, 2015 at 10:00 AM
2. On Page 31 the Performance Default Chart reads:

| OTHER | INTERVAL DEDUCTION | REOCCURRENCE |
|----------------------|--------------------|------------------------------|
| Lost key replacement | Cost of Service | Cost of Service plus \$25.00 |

and has been revised to read:

| OTHER | INTERVAL DEDUCTION | REOCCURRENCE |
|------------------------|--------------------|--------------------|
| Lost key replacement | \$250 per key | \$250 per lost key |
| Lost badge replacement | \$50 per badge | \$50 per badge |

3. A sample contract has been attached as Exhibit A.

4. Section 5.3.5, page 21 reads:

5.3.4. Contractor will be required to post a \$250 key deposit, per key issued to the contractor. The City will issue two complete sets of keys. A supervisor should retain one set, and the other set is for use by work crews. The key deposit will be returned to the Contractor at the end of the contract if all keys are returned. A charge will be assessed to replace lost keys. Under no circumstances should the Contractor have any duplicate key made. The key deposit shall be forfeited for each key that needs to be replaced.

and has been revised to read:

5.3.4 The City will issue needed keys at no cost; however, each lost key will cost \$250 to replace. The City needs key control from both our employees and our contractors. Under no circumstances should the Contractor have any duplicate keys made. In addition badges will be issued at no cost to the Contractor and its staff for access to buildings and gates. Any lost or stolen badges will cost \$50.00 each time it needs to be replaced. Lost or stolen keys or badges should be reported to the City immediately. It will be at the sole discretion of the City to determine if any locks need to be rekeyed. Rekeying of any locks or replacement of keys and badges will be charged to the Contractor and deducted from monthly invoices.

5. Delete Section 5.3.5.

THE FOLLOWING QUESTIONS WERE ASKED BY CONTRACTORS:

Q1. Is a bid bond required?

A1. *No.*

Q2. Section 5.3.4., i.e., \$250.00 deposit per key. Exactly how many keys does this involve? Please provide us with an exact key count to include gate keys, entrance door keys, office door keys, elevator keys, dispenser keys, etc., etc.

A2. *There is one key given to each employee for access to the custodial closets. All other access is by a badge issued to each janitorial staff. Please see number 4. above for further clarification.*

Q3. Section 6.7., i.e. How many urinals are "Waterless Urinals" which require cartridge change outs every 8 weeks? Number of urinals please.

A3. *Four (4) in City Hall, one (1) in Fire Administration, one (1) in Police Administration, and two (2) in Coyote Branch Library for a total of eight (8).*

Q4. Section VII: FEE(S). Please provide us with as much historical data pertaining to the previous year pricing as what is available as well as the name of the current custodial service provider. We are requesting that schedule of existing fees be provided in the same format as provided on your RFP 2014-085 forms pages 35 of 63 thru page 45 of 63.

A4. *The current janitorial service provider is Varsity Contractors, Inc. The City does not currently track expenses as we have requested pricing in the RFP. See Exhibit B for the current monthly breakdown of fees paid.*

Q5. Section VII, FEE PROPOSAL FORM. Is it the City’s intent to award RFP 2014-085 for a Three (3) year term or will the award be for One (1) year with Two (2) option years?

A5. *The first term of the contract will be three (3) years with the options of two (2) one (1) year extension for a total of five years.*

Q6. Please provide us with your Holiday Schedule for the period of July 2015 thru May 2016.

A6.

| Holiday | Date |
|-------------------------------------|-------------------|
| Labor Day | September 7, 2015 |
| Columbus Day | October 12, 2015 |
| Veteran’s Day | November 11, 2015 |
| Thanksgiving | November 26, 2015 |
| Christmas Eve (close at 11:00 a.m.) | December 23, 2015 |
| Christmas Day | December 24, 2015 |
| New Year Day | December 31, 2015 |
| Martin Luther King Day | January 18, 2016 |
| Presidents’ Day | February 15, 2016 |
| Memorial Day | May 30, 2016 |

Q7. Are there any “bonding” requirements associated to this submittal?

A7. No.

Q8. The Signs and Maintenance Building, 107 N. 5th Street, does not have square footage listed. Please post the total square footage, carpet and hard floor.

A8. *Square footage for the Signs and Maintenance Building is approximately 1,622 square feet of hard floors.*

Q9. Section III, Page 4 states a total of eight (8) proposal copies and Section VII, Page 33 states 5 copies.

A9. *The correct number of Proposals to be submitted are one (1) originals and (7) copies for a total of eight (8).*

Q10. Will Contractors be responsible for securing a biohazard waste disposal service or does the City provide a collection bin?

A10. *The City does not provide a collection bin for biohazard waste disposal.*

Q11. Section V, Part 4, City’s Responsibilities: The City will provide “secured storage for equipment and supplies”. Will Contractor vehicles be provided a parking space on city property? Vehicles: 2 vans and 1 golf cart.

A11. *There is a public parking lot across the street from City Hall contractor are welcome to use. Public Parking is not a secure area and there is no secure area available for a contractor to park vehicles provided by the City.*

Q12. Section 8.3., i.e., Background Checks & Fingerprinting. How much with the City of Buckeye Police Department be charging the contractor, per employee for Background Checking and Fingerprinting? What is the normal turnaround time from the day the initial application has been made for clearance for that clearance to either be granted or denied?

A12. *The fee for the background check and fingerprint is \$50 per person. The normal turnaround time is four to six weeks.*

The balance of the specifications and instructions remain the same. Offerors must acknowledge receipt and acceptance of this amendment by returning the entire amendment with the Proposal.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED SOLICITATION AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

RFQ# 2014-085: Janitorial Services
AMENDMENT NUMBER 1
AMENDMENT ISSUE DATE: April 9, 2015

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this Request for Proposals, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: _____

Authorized Signature: _____

Print Name and Title: _____

Date: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

EXHIBITA
SAMPLE CONTRACT

Sample Contract

SERVICE AGREEMENT BETWEEN THE CITY OF BUCKEYE AND

THIS SERVICE AGREEMENT (this "Agreement") is made as of _____, 2013, between the City of Buckeye, an Arizona municipal corporation (the "City") and _____, a(n) _____ (the "Consultant").

RECITALS

A. The City issued a Request for Proposals (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from Consultants for professional consulting services.

B. The Consultant responded to the RFP by the Proposal, attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____. Thereafter, the parties may renew this Agreement for up to four additional one-year terms, the first extension beginning and ending on _____.
2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.
3. Compensation. The City shall pay Consultant a price not to exceed \$.00 for the Services as set forth in the Fee Estimate, attached hereto as Exhibit D and incorporated herein by reference.
4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to **inspection** and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant. Consultant will be responsible for obtaining a City of Buckeye Business License.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to

the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with

respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000

all claims. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days’ prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Buckeye, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days’ written notice should the other party fail to substantially perform in accordance with this Agreement’s terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days’ written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly

involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled 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 Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will 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 Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will 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 for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Facsimile: 623-349-6099
Attn: City Manager

With copy to: Gust Rosenfeld PLC
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: 602-340-1538
Attn: Scott Ruby, Esq.

If to Contractor:

Facsimile: _____
Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the

party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.14 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.15 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Vendor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.16 Conflicting Terms. In the event of a conflict between the RFP, the Consultant's response to the RFP, the Scope of Work, the Fee Estimate and this Agreement, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the City of Buckeye by its Mayor and City Clerk has hereunto subscribed their names this ___ day of _____, 2013.

CITY OF BUCKEYE

Jackie A. Meck, Mayor

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

Christopher A. Williams, Manager,
Contracting and Purchasing

APPROVED AS TO FORM:

Scott Ruby
City Attorney

EXHIBIT A
TO
SERVICE AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND

[RFP]

See following pages.

DRAFT

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND

[The Proposal]

See following pages.

DRAFT

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND

[Scope of Work]

See following page(s).

DRAFT

EXHIBIT D TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE AND

[Fee Estimate]

See following page(s)

DRAFT

EXHIBIT B

**CURRENT COST PAID
FOR JANITORIAL SERVICES**

| <u>BUILDING</u> | <u>COST</u> |
|-----------------------|-------------|
| SUNDANCE COMPLEX: | |
| Justice Court | \$2,084.25 |
| Fire Administration | \$873.00 |
| Police Administration | \$873.00 |
| Library | \$3,268.00 |
| TOTAL: | \$7,098.25 |

| | |
|------------------------------------|-------------|
| 100 N Apache Police/Courts | \$953.40 |
| Court Exterior Restrooms | \$334.95 |
| Water Resources Building | \$438.90 |
| Senior Community Center | \$969.15 |
| Fleet Management | \$111.30 |
| Airport Terminal | \$243.60 |
| Chamber of Commerce | \$477.75 |
| Dr. Saide Recreation Center | \$982.80 |
| Charman Building | \$393.75 |
| Downtown Library | \$1,208.55 |
| City Hall | \$4,293.45 |
| Police Annex | \$635.25 |
| Wastewater Administration Building | \$276.15 |
| Park and Ride Building | \$283.30 |
| Sign Shop | \$210.00 |
| TOTAL: | \$11,812.30 |

GRAND TOTAL: \$18,910.55