



**City of Surprise
Request for Proposal (RFP)
Stadium Cleaning Services
317000055
Cover Sheet**

**Finance Department
Procurement Division**
16000 N. Civic Center Drive
Surprise, Arizona 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

The City of Surprise is interested in receiving proposals from firms to establish a term contract for stadium cleaning services at various recreation facilities.

In accordance with City of Surprise Procurement Code, competitive sealed proposals for the services specified will be received by the City of Surprise Purchasing Division at the specified location until the date and time cited above. Proposals must be in the actual possession of the City of Surprise Purchasing Division on or prior to the exact date and time indicated above. Late proposals will not be considered. **Proposals must be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** Offerors must carefully read the entire Request for Proposal package.

The projected budget for this contract is approximately \$100,000 annually.

Information regarding the requirements of this RFP may be obtained at the Purchasing Division located at 16000 North Civic Center Plaza, Surprise AZ 85374.

The entire information package can be downloaded from the City of Surprise website: <http://www.surpriseaz.gov>.

The City of Surprise will not be held responsible for any oral instructions. Any changes to this Request for Proposal will be in the form of a published amendment. All technical questions regarding this Request for Proposal must be submitted in writing via e-mail or fax.

Please reference RFP #317000055 in all your communications to the City.

Cyndi Hawk, CPPB

A handwritten signature in cursive script that reads "Cyndi Hawk".

Procurement/Senior Buyer



**City of Surprise
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**City of Surprise
Firefighter Recruitment
Consultant
317000055**

Request for Proposal Schedule

**Finance Department
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REQUEST FOR PROPOSAL SCHEDULE

Release RFP

August 26, 2016

**MANDATORY Pre-Submittal Conference
& Site Visit**

September 7, 2016

*Pre-Submittal Conference will be held on Wednesday, September 7, 2016 @ 9:00 am at the City of Surprise Community & Recreation Department, 15960 N. Bullard Ave, Surprise, AZ 85374. The Site Visit will immediately follow the Pre-submittal Conference.
The Offerors attendance to this meeting is MANDATORY.*

RFP due date/time

September 22, 2016

Submittals will not be accepted later than 1:00 pm, Local Time (AZ MST), Thursday September 22, 2016 at the City of Surprise Purchasing Office, 16000 N. Civic Center Plaza, Surprise, AZ 85374

Anticipated Contract Award Date

October 4, 2016

Final date for questions

September 16, 2016

Final date for questions is September 16, 2016 at 5:00 pm; questions will not be accepted after this date and time.

Direct all questions regarding this Request for Proposal **RFP# 317000055** via fax or e-mail to:

Cyndi Hawk, CPPB
Senior Buyer
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374-7470
cyndi.hawk@surpriseaz.gov
purchasing@surpriseaz.gov
623-222-3700 purchasing main line
623-222-3701 purchasing fax

Publication: Arizona Business Gazette
Date: 8/25/2016 and 9/1/2016
City of Surprise website, <http://www.surpriseaz.gov>



**City of Surprise
Stadium Cleaning Consultant
317000055**

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OFFER AND ACCEPTANCE

OFFER

The undersigned hereby certifies on behalf of the named entity that:

- Reasonable diligence has been exercised in the preparation of this submission;
- All contents are true, accurate, and complete to the best of the signer's knowledge;
- The undersigned has the authority to make this Offer and to bind the entity named below; and
- No exceptions to the RFP are taken (*Note, exceptions taken will render the submission nonresponsive*).

The undersigned further certifies that the entity named below ☐ IS or ☐ IS NOT currently debarred, suspended, or proposed for debarment by any governmental entity. The undersigned agrees to notify the City of any change in this status, should one occur, before the time an award has been made under this Request for Proposal.

The undersigned, on behalf of the entity named below, hereby offers to furnish materials and/or services as set forth in this Offer, in compliance with all terms, conditions, specifications in and amendments to the Request for Proposal #317000055. By making this offer, the entity will be contractually bound to provide these goods and services if the offer is accepted by the City.

Name:		Telephone:	
Company Name:		Fax:	
Address:		Authorized Signature for Offer	
City, St. Zip:		Title:	
Email:			

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Surprise Use Only)

Your offer is hereby accepted. The Contractor is now bound to provide services in the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City.

<p>Attested by:</p> <p>_____</p> <p>Sherry Aguilar, City Clerk</p> <p>Approved as to form:</p> <p>_____</p> <p>City Attorney's Office</p>	<p>City of Surprise, Arizona. Contract #: 317000055</p> <p>_____</p> <p>PROCUREMENT MANAGER</p> <p>Awarded on: _____</p> <p>_____</p> <p>City Manager</p>
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INSTRUCTIONS

1. PREPARATION OF PROPOSAL:

- a) All proposals must include the forms provided in this Request for Proposal package. It is permissible to copy these forms if required. Faxed or e-mailed proposals will not be considered.
- b) The Offer and Acceptance document must be signed by a person authorized to sign the offer and included in the proposal packet.
- c) Erasures, interlineations, or other modifications in the proposal must be initialed in original ink by the authorized person signing the Offer.
- d) If price is a consideration and in case of error in the extension of prices in the proposal, the unit price will govern. No proposal will be altered, amended, or withdrawn after the specified proposal due date and time.
- e) Periods of time, stated as a number of days, will be calendar days.
- f) It is the responsibility of all prospective contractors to examine the entire Request for Proposal package and seek clarification of any item or 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 the proposal due date and time

2. PROPOSAL FORMAT: Proposals shall be submitted in **one (1) original and four (4) copies**. Detailed written responses shall be on 8 ½" x 11" papers, using Arial or Calibri font no smaller than 12 point and printed on one side. The proposal shall be submitted in the maximum length required as specified:

- a) Offeror shall submit the answers to the questions listed on the Questionnaire. (Attachment) (12 page Max)
- b) References: The contractor shall have recent (within 2 years) stadium cleaning experience, and provide a list that Offeror serves or has served within the past five (5) years. Stadium experience must be listed on the questionnaire form provided in this bid package. (Attachment)
- c) A list of all equipment owned by the contractor that will be used to clean the stadium.
- d) Key Personal: A listing by job title/category of the total number of personnel employed by the contractor.
- e) A staffing plan containing number of supervisory personnel, number of game/event porters, and number of support personnel for post-game/event services based on levels of attendance. (1 page max)



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Proposal packets shall include:

- a) Signed Offer and Acceptance document
 - b) Cover Letter
 - c) Proposal Responses
 - d) Pricing Sheet
 - e) W-9
 - f) References
 - g) Other Required Attachments
 - h) Addendums (if applicable)
- 3. INQUIRIES:** Any question related to the Request for Proposal must be directed to the Buyer whose name appears on the cover page. The prospective contractor may not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing. Any correspondence related to a Request for Proposal should refer to the appropriate Request for Proposal number, page, and paragraph number.
- 4. OFFER 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 120 days after the opening time and date.
- 5. LATE PROPOSALS:** Late proposals will not be considered, except as provided by the City of Surprise Procurement Code. A prospective contractor submitting a late proposal will be so notified.
- 6. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a prospective contractor (or designated representative) may withdraw the proposal in writing and as under the guidelines of the Surprise Procurement Code.
- 7. AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment must be included in the proposal.
- 8. MANDATORY PRE-SUBMITTAL CONFERENCE AND SITE VISIT – Need to add clause**
- 9. VENDOR REGISTRATION:** Vendor (Offerors) must register via the online Vendor Self Services System at following link: <https://vss.surpriseaz.gov/VSS/Vendors/default.aspx>
- 10. RESPONSIBLE OFFEROR:** An Offeror determined by the Procurement Manager to have the following qualities:
- a. The ability, capacity, experience and skill to provide the goods and/or services in accordance with proposal specifications;
 - b. The ability to provide the goods and/or services promptly, or within the time specified, without delay or interference;
 - c. The equipment, facilities and resources of such capacity and location to enable the contractor to provide the goods and/or services;



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- d. The ability to provide future maintenance, repair, parts and service for the use of the goods purchased, when applicable;
- e. The quality and adaptability of the materials, supplies or services required or necessary to the particular use;
- f. The financial resources to perform the Contract.

11. RESPONSIVE OFFEROR: An Offeror determined by the Procurement Manager to have submitted a proposal that conforms in all material respects to the requirements of the proposal documents.

12. AWARD OF CONTRACT:

- a. Unless the prospective contractor states otherwise, or unless provided within this Request For Proposal, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this Request for Proposal, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality: or
 - ii. Reject any or all proposals, or portions thereof, or
 - iii. Reissue a Request for Proposal.
- c. A response to a Request for Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's Request for Proposal and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City. A construction contract is formed when accepted by the City, but not finalized until a written Notice to Proceed is provided to the successful Offeror(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement Contract are contained in the Request for Proposal, unless modified by a Solicitation Amendment or a Contract Amendment.

13. TAXES: The City of Surprise is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

14. CONFIDENTIAL INFORMATION:

- a) If a person believes that a proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Procurement Manager of this fact will accompany the submission and the information will be identified.
- b) The information identified by the person as confidential will not be disclosed until the Procurement Manager makes a written determination.
- c) The Procurement Manager will review the statement and information and will determine in writing whether the information will be withheld.
- d) If the Procurement Manager determines to disclose the information, the Procurement Manager will inform the Contractor in writing of such determination.

15. PROPOSAL EVALUATION: Award(s) will be made to the lowest responsible and responsive contractor whose proposal conforms in all material respects to the requirements



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and criteria set in the Request for Proposal. The City will be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but are not limited to:

- a. Price;
- b. Conformity with proposal specifications, terms and conditions, instructions, and any other contractual clauses and/or requirements;
- c. Demonstrated performance and/or rated quality of contractor;
- d. Having legally required licenses, certifications and/or qualifications to perform the Contract;
- e. Cost consideration, contractor's financial capability to perform the Contract, and any other factors that would be advantageous to the City;
- f. Record of past performance and integrity on City and/or other public agency contracts;
- g. References.

16. COST OF PROPOSAL: The City will not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straight-forward and concise manner.

17. AFFIRMATIVE ACTION: It is the policy of the City that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.

18. DISCUSSIONS: In accordance with the City of Surprise Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

19. EVALUATION CRITERIA: The following evaluation factors are listed in descending order of importance. Topics should be addressed in the following order for ease of evaluator interpretation and evaluation.

The committee will evaluate and rank the offers, based on the criteria:

- | | |
|----------------------------------|-----|
| 1. Experience and Qualifications | 30% |
| 2. Understanding of Services | 30% |
| 3. Prices | 30% |
| 4. References | 10% |



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SCOPE OF WORK

I. BACKGROUND

Surprise Stadium's primary use will be as a Cactus League baseball facility. It has a seating capacity of approximately ten thousand (10,000), with approximately seven thousand (7,000) fixed seats and three thousand (3000) lawn accommodations. The stadium is the Cactus League home of the Kansas City Royals and the Texas Rangers. The teams will play approximately 28-35 games at the stadium during the Spring Training season (late February, March and early April). The majority of the games begin at 1:05 pm, with some night games, which begin at 6:05 pm. On occasion there are 12:05pm & 7:05pm games, as well as double headers. Anticipated attendance is anywhere from 2,500 – 11,000 persons. The City of Surprise and the ball teams have executed a facilities use agreement to play their Cactus League home games at the facility until 2030

In addition to the Spring Training games, other year round baseball leagues, tournaments, games and special events will be sponsored/hosted by the City of Surprise.

II. PURPOSE

The City of Surprise hereinafter referred to as "City" is seeking qualified proposals for the services of cleaning Surprise Stadium. The selected contractor (hereinafter "Contractor") will be responsible for providing all event custodial and/or pre & post-event cleaning of all required facilities following Cactus League spring training games, special events, tennis tournaments, activities or events.

The facility is located at 15850 N Bullard Avenue, Surprise, Arizona 85374. Tennis tournaments are located at the Surprise Tennis and Racquet Complex; 14469 W. Paradise Lane, Surprise, Arizona, 85374.

The City of Surprise will award one (1) contract to the firm deemed best qualified to meet the needs of the City. Principals of interested firms must be properly licensed and/or registered to provide the requested services in the State of Arizona and possess the necessary skills to perform the work.

Offerors shall provide a firm, fixed cost proposal for the provision of services as described in the Scope of Work herein.

The City anticipates award of the contract October 4, 2016.



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III. GENERAL SPECIFICATIONS

All cleaning services requirements, as written in all Exhibits will be performed, by the Contractor and Contractors Employees, as they apply to the particular areas, and surfaces within and around Surprise Stadium. All areas in and around Surprise Stadium include all areas which are bordered by Bullard Avenue on the east (including the parking locations east of Bullard Avenue), Paradise Lane on the north, Parkview Place on the west, and the stadium fence perimeter on the south are to be cleaned.

- Parking lots, concourses, elevator, ash urns, stairwells, all restrooms (including all public, family, suites, press, visitor's locker room, operations office, dugouts, and first aid locations), all fixed seating areas, patio/party decks & pavilions, dugouts, lawn seating (berm), entrance areas/turnstiles, public telephones and water fountains, all landscaped planters/locations, visitors & umpires locker room areas, perimeter/exterior grounds (sidewalks, curbs, landscape), warning track, home plate tunnel, all second floor press booths/offices/suites, second and first floor lobbies, first aid/security and all operations offices.

IV. GENERAL REQUIREMENTS

1. All Spring Training baseball games normally operate 3 to 3.5 hours in length. There are instances where the games may go into extra innings, thus increasing the total game time. Clean up must begin as soon after the end of the game as possible, and/or once the guests have departed the grounds. On double headers (1:05pm & 7:05pm games) there will be a very short period of time to perform the necessary cleaning. During these situations, all large grounded trash, all trash containers, dugouts, and all rest rooms will take priority. Stadium will need to be as clean as possible in the time allotted. Each complete post game cleaning shall take no more than five (5) hours. Field lights will be allowed for completion. Lights in press box, rest rooms, offices, concourses, and any other area that does not require field lights to be cleaned, may be used at any time. For unforeseen circumstances, all cleaning must be completed by 8 am the next day. Contractor is required to present a schedule for Contract Administrator approval.
2. Game times and dates are subject to change. Contractor shall be notified 24 hours in advance for any game time changes or date changes. Should rain occur and cleaning not proceed as needed, cleaning crews must arrange to return that same day, or as soon as the rains have ended to complete the cleaning.
3. Special Events, other activities (concerts, arts & crafts shows, graduations, etc), and additional baseball games, programs, tournaments will be cleaned on a case – by – case basis, as stated by dates and times on the schedule throughout the life of the contract. These cleanings will be performed at times that will not interfere with other



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city activities within the facility. Use of field lights will be limited during these cleaning requirements.

4. Communications. The Contractor will provide the Contract Administrator with reasonable access to Contractor or his designee; Telephone numbers, email addresses, cellular telephone numbers, fax numbers and any other methods of communication and contact will be furnished to the Contract Administrator throughout the life of the contract. Contractor will provide on-site service within one (1) hour of verbal request for any nonperformance of cleaning services as the Contract Administrator deems necessary twenty four (24) hours a day, every day of the year. Failure of the Contractor to respond and take action will result in reduced payment. The amount of deduction will be based upon labor and administrative costs to the City for having the work accomplished by others and/or loss suffered as a result thereof.
5. Provision of Labor and Services. The Contractor will provide all necessary and proper supervision (English speaking), labor, cleaning tools, cleaning equipment, supplies, cleaning chemicals, safety equipment, and other accessories and services to complete all services prescribed in the contract. Contractor shall have MSDS for all chemicals used readily available to their employees, and cleaning agent bottles will be properly labeled in accordance with OSHA regulations. The Contract Administrator will approve all of the above at all times during the life of the contract. City will provide: toilet paper, paper towels, hand soap, toilet seat covers, female hygiene products, air freshener refills, urinal screens, all trash can liners for all trash cans (concourses, dugouts, offices).
6. One-time Cleaning Services. The Contractor Administrator may require one-time cleaning services. One-time cleaning services are those services that are outside or beyond the normal scope of work of the contract (i.e., complete pre-season stadium preparation). If the Contract Administrator determines the need, these services will be negotiated as to their scope and time parameter. Contractor will be compensated for the services in accordance with the terms of the contract.
7. Additional Work, Reduction of Work, Elimination of Work. From time to time, the Contract Administrator may add, reduce or eliminate significant services from the contract. Contractor will agree to these changes and will abide by the change in the performance of the contract. Compensation for such change of services will be negotiated after consultation between the Contract Administrator and the Contractor. Any and all such changes will be made in writing.
8. Areas not to Be Cleaned as Routine Services. The Royals & Rangers clubhouses, covered batting tunnels, stadium bullpens, ticket office & Community and Recreations Services offices will not be a part of this service contract.
9. Assessment of Work. Contractor will meet on-site with the Contract Administrator on a regular and ongoing basis as deemed necessary by the Contract Administrator to ensure proper communications and performance of the contracted services. All work



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will be performed by the Contractor in accordance with the contract specifications and the Contract Administrator's instructions to ensure that all services are being accomplished in the best interest of the City.

10. Contractor may be required to supply services on a 24 hour notice, 7 days a week, 52 weeks a year, including holidays. City holidays are as follows:

New Years' Day.....January 1
Martin Luther King Day.....3rd Monday in January
Presidents Day.....3rd Monday in February
Memorial Day.....Last Monday in May
Independence Day.....July 4th
Labor Day.....1st Monday in September
Veteran's Day.....2nd Monday in November
Thanksgiving Day.....4th Thursday in November
Day after Thanksgiving.....4th Friday in November
Christmas Day.....December 25

11. Contractor's employees shall always be trained and professional in appearance. The Contractor shall be responsible for providing it's staff with a uniform shirt with identification labels or ID badge that identifies the Contractor's company name. It is mandatory the game/event staff be uniformed related to Contractor's specifications and Contractor Administrator's approval. Outlandish styles, torn or ragged clothing, will not be acceptable uniform attire. Work style shoes or tennis shoes may be worn. Sandals, thongs, flip-flops or the like are not acceptable. Smoking is not permitted in any city building or anywhere throughout Surprise Stadium.
12. Equipment and Maintenance. The purchase of all equipment and supplies (exclusive of the supplies to be provided by the City) will be the responsibility of the Contractor for the term of the contract. All installation, maintenance, repair and replacement costs to the equipment and supplies are the responsibility of the Contractor. All equipment brought onto the premises shall be marked as the property of the Contractor and listed on an official equipment list that shall be verified and approved by the City. Upon removal of any equipment by the Contractor, the City will review the equipment list to verify ownership before removal may take place.
13. The Contractor will comply with all Federal, State, and Local applicable laws, rules, orders, and regulations including OSHA regulations and City of Surprise Ordinances. As previously noted a MSDA book will be kept on site listing all cleaning products/chemicals used by the Contractor and cleaning agent bottles will be properly labeled in accordance with OSHA regulations. The Contractor shall abide by all rules, regulations, and directives by the City of Surprise.
14. The Contractor shall constantly endeavor to improve the operation with a view toward developing maximum efficiency of the provided services to the City and stadium patrons, consistent with other first class stadium facilities. It is the City's operating philosophy that the quality of cleaning services shall be unequalled by any



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other similar type of facility. General appearance and service throughout Surprise Stadium shall be of the highest standards of the cleaning trade.

15. The City shall not be responsible for any supplies or equipment stored at the stadium nor will it be responsible for damage resulting from power failure, flood, fire, explosion, and/or other causes.
16. Neither the Contractor nor his/her employees shall make any representation whatsoever that tips are encouraged or solicited for providing services.
17. Damages by Contractor/Employees. **Contractor will be required to provide a Fidelity Bond.** Contractor will be held liable for any and all damages or loss incurred in the contracted site by Contractor's employees while engaged in the contracted work, whether damage or loss is to City property or property of individuals. This includes items that are damaged, broken or pilfered. Damage or loss caused by an employee will be reported immediately to his supervisor. The supervisor or Contractor must report the loss or damage immediately to the Contract Administrator.
18. Building Security/Emergencies. Contractor's employees will report to the Contract Administrator, designee or Surprise Police Department any suspicious activities, abnormalities, hazardous conditions or immediate dangerous conditions found in the contracted site during the course of work. Items may include, but not limited to: fire, water leaks, vandalism, graffiti, broken windows, mechanical, plumbing, electrical or structural deficiencies. Contractor will not provide door codes or keys for any person or purpose, other than the performance of contracted services. Lost and found items will be reported to the Contract Administrator.
19. Keys. Contractor will be provided keys to contracted facilities as necessary to perform contracted services. It is strictly prohibited for Contractor or employees to copy any key without the prior written authorization of the Contract Administrator. Contractor will be held liable for the costs of keys and/or re-keying locks as a result of any lost keys that were assigned to the Contractor.
20. Storage Areas. Floors in all storage areas must be left dry after each cleaning operation. No trash will remain in trash receptacles on custodial carts after the event's cleaning. All gas and gasoline/diesel powered equipment left on site must be stored in a Contractor provided OSHA approved containers/cabinets.

V. SPECIFIC REQUIREMENTS

Specifications for particular services

1. All services listed below are to be completed after each game/event.
 - a) Trash Removal – 100% of all trash receptacles in all rest rooms, seating areas, concourse areas, grass seating, parking lots, listed offices, second floor press areas,



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visitors' clubhouse, lobbies, patio/party decks, perimeter areas, entrance gates, and dugouts will be emptied. All trash liners will be replaced after each game/event. Trash liners that are replaced will be the proper size for that particular trash receptacle. All trash will be thrown in the stadium trash compactor located behind third base side concourse. - Each trash receptacle lid must be wiped cleaned.

- b) Fixed Seating Areas (includes Home Plate Tunnel, all 100 & 200 seating sections, seating sections located directly above both bullpens, exterior suites) – All papers, cups, foodstuffs, shells, seeds, chewing gum and/or solid food attachment, any and all debris will be removed from under/on all seats, cup holders, aisle ways and all other surrounding areas after each game/event. - All drains must be cleared of all debris, and must not be clogged. – After the removal of all debris and drains are cleared, remove all stains and spots on and under seats and concrete in all fixed seating areas will be washed off with a high powered pressure washer.
- c) Lawn seating (berm) – All papers, cups, foodstuffs, shells, seeds, chewing gum any and all debris will be removed and raked from the entire grassy areas. Note: the fixed seating located above each bullpen shall be handled as a fixed seating area, as defined under letter b.
- d) Dugouts – All papers, cups, foodstuffs, shells, seeds, any and all debris will be removed. - All chewing gum will be removed from all areas of the dugout. - Clean out all floor drains of all debris. - Floors will be swept and washed out after each game/event. - Rest rooms and training areas must be cleaned as defined in section f – restrooms below. NOTE: floor drain covers are not to be removed at any time.
- e) Baseball field – Any and all debris that is blown, broomed or washed on to the warning track/playing field must be removed. (papers, cups, peanut shells, etc).
- f) Rest rooms – All rest rooms will be cleaned according to the following:
 - 2. Remove all trash from floors, all trash cans, and female hygiene receptacles, and dispose. Replace with new liners.
 - 3. Replenish hand soap, paper towel, toilet paper and toilet seat cover dispensers at levels acceptable for next use. Wipe clean all these dispensers.
 - 4. Clean all metal finishes with stainless steel cleaner.
 - 5. Spot clean all wall surfaces.
 - 6. Spot clean inside and outside of all entry/exit doors. Clean door handles, ventilation grids and push plates with disinfecting cleaners.
 - 7. Spot clean all stall partitions and partition doors (both sides), including attaching hardware using disinfecting cleaners.
 - 8. Clean all mirrors.
 - 9. Dust light covers, and remove all cob webs.
 - 10. Clean and disinfect diaper-changing stations.
 - 11. Clean and disinfect all toilets, urinals, and hand sinks, including all associated plumbing fixtures. Leave toilet seats in the up position after cleaning.



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12. Replace urinal screens as they become depleted.
13. Dust mop/sweep all floors prior to damp mopping using disinfecting cleaner. Floors will be dry and streak free upon completion of cleaning. The only variation in the floor work will be as follows. 1). Floors – in all rest rooms, will be machine scrubbed with a 175-300 RPM (or equivalent) floor machine at the following times:
- a. Once before Spring Training games begin (February).
 - b. Once after Spring Training games are complete (April).
 - c. 2 more times during the year. Times to be at facility management discretion.
- g) Concourses (main, 2nd floor, outfield), Patio/Party Decks/Pavilion and Public Entrance Areas – All papers, cups, foodstuffs, shells, seeds, any and all debris will be removed from these areas. - After all debris is picked up, all locations will be washed off with a high pressure power washer as so to remove all stains/spots/chewing gum. - All picnic tables and drink stands located throughout these areas will be wiped clean of all debris and stains.
- h) Windows and Blinds – All windows and windowsills, throughout the writing press /media/suites area, will be spot cleaned inside and outside after each game/event; including windows located in any suite door. -Stadium first and second floor lobby door windows will be completely cleaned, inside and outside after each game/event. - All exterior/interior windows throughout operations offices and visitors' clubhouse will be cleaned after each game/event. At the discretion of stadium management, window and blind cleaning may be given to an outside contractor on an "as needed" basis.
- i) Stadium Offices/Work Rooms – Offices and workrooms (second floor media booths/writing press/suites, pa scoreboard, visitors' clubhouse, first and second floor lobbies, first aid, security, & operations) will be cleaned as follows:
- All these areas require trash to be removed from waste receptacles; liners replaced when needed - remove any debris/trash from flooring surfaces, chairs, desks, counters, furniture, etc... - vacuum all carpeted surfaces - dust mop/damp mop other flooring surfaces - spot clean all flooring surfaces and furniture removing all stains - remove all cob webs - wipe clean all counters, occasional tables, etc... - restore all chairs to an orderly fashion around all tables and counters throughout suites, media booths and writing press areas.
- j) Elevator – All debris will be removed, floors will be cleaned and all exterior and interior stainless steel (door and frame) will be cleaned after each game/event.
- k) Stairwells – Will be swept (broom or blowers) to remove all dirt and debris after each game/event. – When needed to remove stains/spots the outdoor stairwells are to be washed off with a high pressure power washer. – Indoor stairwell is to be mopped when stains/spots appear.



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- l) Public Telephones and Water Fountains – All pay telephones, and water fountains will be cleaned with a disinfectant after each game/event.
- m) Planters, Landscape & Perimeter Areas – All paper, cups, foodstuffs, shells, seeds, any and all debris located in all of these related areas, inside and outside the stadium, up to the boundaries mentioned in the contract, will be removed. All ash urns will be emptied and surrounding gravel will be raked to remove cigarette butts.
- n) Visitors and Umpires Locker room Areas – After use, all locker room areas (locker rooms, training room, manager's office, hallways, stairs and tunnel to field) will be cleaned and prepared for future use. - Complete cleaning duties will include those listed above under (trash/a, rest rooms/f, offices/i) as well as, cleaning all flooring, cleaning and disinfecting shower areas, serving and training tables, windows, wiping out lockers and returning locker chairs to individual lockers.
- o) Turnstiles – All turnstile units (14) and related hand railings will be completely cleaned after each game/event.
- p) Parking Lots – All trash, (includes broken glass) and debris shall be removed from all (paved, grass, gravel) utilized parking lot areas after each game/event.
- q) Outside Vendors – All food/beverage, concourse display and merchandise vendors will clean the inside of their facilities. - Food/beverage provider will be responsible for all their associated condiment tables, counter tops, etc. - Custodial contractor will be responsible for outside vendors related trash during post game/event clean up.
- r) All dead bugs and cobwebs shall be removed as they are found in/on all areas and surfaces listed within this document.
- t) Day of Game Porter Services – A minimum of two Contractor's staff (one male/one female) who shall be English speaking will be required to work as game day/event staff providing constant custodial operations and support. Duties will include, but not limited to, - emergency cleaning during the game/event – monitor and maintain rest rooms with adequate supplies/clean water spills/trash out - empty full trash containers throughout the stadium as needed – pick up/sweep up shells, seeds, napkins, cups, etc... - During game day/event hours of operation, porter staff will answer directly to facility management staff. Porters shall be on site and ready for work when gates open to the public for each game/event (90-120 minutes before first pitch). Based on anticipated attendance, the number of porters will increase on a game-by-game basis. For games less than 4500 two (1 male/1 female), games from 4501 – 7500 four porters (2 male/2 female), games 7500+ six porters (3 male/3 female).
- u). End of Season Cleaning – after all items throughout the concourse areas (tents, picnic tables, etc...) have been removed – all concourse concrete will be washed off with a high pressure power washer to remove all stains/spots/chewing gum. This



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process normally takes place one week after the final Spring Training game. Contract Administrator will schedule with Contractor.

VI. OTHER REQUIRED SERVICES

Definitions to consider when pricing Other Required Services on the pricing page

Complete Pre-clean: Complete cleaning of stadium, restrooms, second floor locker room areas, etc., as listed through the RFP (Includes but not limited to: all bird droppings throughout, cleaning all stucco walls/steal I-beams, stadium signs, stairwell storage areas, professional interior/exterior window cleaning, etc.) to present a professional, well-kept facility.

Full Pre-clean: Complete cleaning (trash/debris removal and hose wash) of all stadium seating and concourse areas, clean and disinfect all restrooms, clean both dugouts, clean all second floor areas (party decks, suites, writing press, media rooms).

Medium Pre-clean: Complete cleaning of all lower sections of stadium seating and concourse areas, clean and disinfect all restrooms, clean both dugouts, writing press area and visitor's locker room areas.

Minor Pre-clean includes: Complete cleaning of lower sections of stadium seating from dugout corner to dugout corner (sections 111 to 112) and concourse areas, clean and disinfect first and third base restrooms, clean both dugouts, writing press area and visitor's locker rooms.



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TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** The contract term will commence upon acceptance of the proposal by the City and will continue for two years, unless terminated, cancelled or extended as otherwise provided herein. Warranties and other provisions may extend beyond the completion of the work, if applicable.
2. **CONTRACT EXTENSION:** By mutual written contract amendment, the Contract may be extended for supplemental periods of three (3) one year terms or up to a contract maximum of sixty (60) months.
3. **CERTIFICATION:** By signature in the Offer section of the Offer and Acceptance page, the Contractor certifies:
 - a) The submission of the offer did not involve collusion or other anti-competitive practices.
 - b) The Contractor will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c) The C has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, will void the submitted offer or any resulting contracts, and the vendor may be debarred from future procurements.
4. **MULTIPLE AWARDS:** The City reserves the right to award contracts to multiple contractors. The actual utilization of any contract will be at the sole discretion of the City.
5. **PRICE ADJUSTMENT:** The City of Surprise Purchasing Division will review fully documented requests for price increases after any contract has been in effect for two (2) years. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Surprise Purchasing Division will determine whether the requested price increase 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.
6. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
7. **COMPENSATION:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.



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8. **ACCEPTANCE:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
9. **INVOICES:** The Contractor shall submit invoices to the City of Surprise Community & Recreation Department, 15960 N. Bullard Ave, Surprise, AZ 85374. Invoices may also be submitted electronically to accountspayable@surpriseaz.gov.
10. **PAYMENTS:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission 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.
11. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award.
12. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the City and its council members, officers, boards, commissions, officers, officials, employees, or agent thereof ("Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, 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 in connection with the negligent or willful acts or omissions of work or professional services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City. 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.
13. **INSURANCE REQUIREMENTS:** The Contractor, at Contractor's own expense, will purchase and maintain insurance with companies duly licensed in the State of Arizona and possessing a current A.M. Best, Inc. Rating of A- with policies and forms satisfactory to the City.
 - a) All required insurance must be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.
 - b) The Contractor's insurance will be primary, and any insurance or self-insurance maintained by the City will not contribute to it.



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- c) Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty will not affect coverage afforded under the insurance policies to protect the City.
- d) The insurance policies, except Workers' Compensation, will contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.
- e) The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions will not be applicable with respect to the coverage provided to the City under such policies. The Contractor will be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.
- f) The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City will not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt will not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.
- g) The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, will name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- h) **Required Insurance Coverage:**

Contractor must be insured with the following types and minimum amounts of coverage. If any work is subcontracted, the Contractor must require the Subcontractor to be insured to the same extent as required of the Contractor.

a) **Commercial General Liability**

The policy must include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000



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The policy must be endorsed to include the City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

The policy must contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b) Automobile Liability

The policy must cover bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy must be endorsed to include the City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

The policy must contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c) Workers' Compensation

Workers' Compensation	Statutory Employers' Liability
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

The policy must contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

d) Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be



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exercised for a period of two (2) years beginning at the time work under this Contract is completed.

The policy shall cover professional misconduct or negligence acts for those positions defined in the Scope of Work of this contract.

- i) **Certificates of Insurance:** Prior to commencing work under this Contract, Contractor will furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.
 - j) In the event any insurance policy required by this Contract is written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the Contractor's work, as evidenced by annual certificates of insurance.
 - k) If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City no later than fifteen (15) days prior to the expiration date.
 - l) All certificates of insurance will be identified with proposal serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate proposal serial number and title.
 - m) **Cancellation and Expiration Notice:** Insurance required herein will not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.
- 14. KEY PERSONNEL:** Contractor must provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. Contractor must agree to assign specific individuals to the key positions.
- 15. ESTIMATED QUANTITIES:** The City makes no commitment of any kind concerning quantities actually required under this Contract.
- 16. GRATUITIES:** The City may, by written notice to the Contractor, cancel this Contract if it is found by the City that gratuities, in the form of entertainment, gifts, 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 with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this Contract is cancelled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 17. LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Surprise Procurement Code.
- 18. APPLICABLE LAW:** Contractor must abide by and conform to any and all current laws and regulations of the United States, the State of Arizona, the City of Surprise, the Federal



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Occupational Safety and Health Administration, and any other federal or state laws applicable to this Contract.

- a) Contractor warrants, for the term of this Contract and for six months thereafter, to have fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.
- b) This Contract will be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the State of Arizona.
- c) This Contract is subject to the provisions of ARS §38-511; the City may cancel this Contract 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 the Contract on behalf of the City or any of its departments or agencies, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
- d) 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. 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, and that the City retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

19. ENTIRE AGREEMENT; INTERPRETATION; PAROL EVIDENCE: The Request for Proposal documents, including the executed Offer and Acceptance, Instructions, Scope of Work, Standard Terms and Conditions, Special Terms and Conditions, and any attachments, amendments, or addendums, constitute the entire agreement between Contractor and the City. In the event of a conflict in language between the Request for Proposal and the Contractor's offer, the provisions and requirements in the Request for Proposal will govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written Contract will govern in case of conflict with the applicable requirements stated in the Request for Proposal. This Contract may be modified only by a written amendment signed by duly authorized persons on behalf of the City and the Contractor. Duly authorized City personnel are the City representative listed on the cover page or the Procurement Manager or delegate. The Contractor will conform to the terms, conditions, specifications and other requirements found within the text of this specific Request for Proposal. All previous agreements, contracts, or other documents, which have been executed between the Contractor and the City, are not applicable to this Contract.

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 Contract. This



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Contract may not be changed, modified or rescinded except by written agreement signed by both Parties. Any attempt at oral modification of this Contract will be void and of no effect.

- 20. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract 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 Contract will be physically amended to make such insertion or correction.
- 21. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 22. LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
- 23. PATENT AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
- 24. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- 25. ASSIGNMENT-DELEGATION:** No right or interest in this Contract will be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor will be made without prior written permission of the City.
- 26. SUBCONTRACTS:** No subcontract will be entered into by Contractor with any other party to furnish any of the material or work specified in this Contract without the advanced written approval of the City. Contractor will itemize all subcontractors that will be utilized on the project. Any substitution of subcontractors by Contractor must be first approved by the City and any cost savings will be reduced from Contractor's proposal amount. All subcontracts must include all the terms and conditions of this Contract which will apply with equal force to the subcontract as if the Subcontractor were the Contractor referred to in this Contract. Contractor agrees that it is as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor.
- 27. RIGHTS AND REMEDIES:** No provision in this Contract will be construed, expressly or by implication, as waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the City's acceptance



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of and payment for materials or services, will not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and will not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

28. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in 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 goods and services used to fulfill the Contract.

29. FORCE MAJEURE: Except for payment for sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented or delayed 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror; hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; failures or refusals to act by a government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party will notify the other party in writing of the delay within forty-eight (48) hours commencement thereof and will specify the causes of the delay. Such notice will be hand delivered or mailed *Certified-Return Receipt* and will make a specific reference to this article, thereby invoking its provisions. The force majeure will be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and will be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. The time of completion will be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Force majeure will not include the following occurrences:

- a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this section.

30. INDEPENDENT CONTRACTOR: The Contractor acknowledges that all services provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Both parties agree that this Contract is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere. 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.



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An employee or agent of one party will not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued under this Contract and that the Contractor should make arrangements to directly pay such expenses, if any. The City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that it is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits will be the sole responsibility of Contractor.

31. CONTRACT TERMINATION: Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.

32. CANCELLATION: The City reserves the right to cancel the whole or any part of this Contract due to failure by the Contractor to carry out any obligation, term, or condition of the Contract.

a) The City will issue written notice to the Contractor for any of the following:

- a) The Contractor provides material that does not meet the specifications of the Contract;
- b) The Contractor fails to adequately perform the services set forth in the Contract;
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the Contract;
- d) The Contractor fails to make progress in the performance of the Contract or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the Contract.

b) Upon notice, the Contractor will have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Contractor to adequately address all issues of concern may result in the City resorting to any or all of the following remedies:

- a) Cancel the Contract or any part thereof;
- b) Reserve all rights or claims to damages for breach of any covenants of the Contract;
- c) Perform any test or analysis on materials for compliance with the specifications of the Contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing will be borne by the Contractor;



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Stadium Cleaning Services
317000055
Terms and Conditions**

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Procurement Division**
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Phone: (623) 222-3700
Fax: (623) 222-3701

c) In case of default, the City reserves the right to purchase materials or to complete the required work. The City may recover any excess costs from the Contractor by:

- a) Deduction from an unpaid balance;
- b) Collection against the proposal and/or performance bond; or
- c) Any combination of the above or any other remedies as provided by law.

33. RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.

34. RIGHT TO INSPECT: The City may, at reasonable times, 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. WARRANTIES: Contractor warrants that all material, service, or construction delivered under this Contract will conform to the specifications of this Contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City will 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 the solicitation.

36. FINAL INSPECTION: All materials and services are subject to final inspection and acceptance by the City. Materials failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect by a written determination to do any or all of the following:

- a) Waive the non-conformance.
- b) Stop the work immediately.
- c) Bring material into compliance.

37. TITLE AND RISK OF LOSS: The title and risk of loss of material and/or service will 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.

38. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials will fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this will constitute a breach of the Contract as a whole.

39. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor will deliver conforming materials in each installment of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, will constitute a breach of the Contract as a whole.



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- 40. LICENSES:** Contractor will 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.
- 41. CITY OF SURPRISE BUSINESS LICENSE:** Surprise City Code requires that all persons conducting business in the City of Surprise must first obtain a license. This includes businesses within the Surprise city limits, or those outside the limits who conduct business or perform services within Surprise. For business license questions or to obtain a license, please contact the City of Surprise (623) 222-3700 or visit the website at <http://surpriseaz.gov/1491/Business-Licensing>
- 42. PUBLIC RECORD:** All offers submitted in response to this solicitation will become the property of the City and will become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code and state law.
- 43. ADVERTISING:** Contractor will not advertise or publish information concerning this Contract, without prior written consent of the City.
- 44. PAYMENT:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission 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.
- 45. FUNDING:** Any contract entered into by the City of Surprise is subject to funding availability. Fiscal years for the City of Surprise are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
- 46. NON-APPROPRIATION CLAUSE/FUNDING:** Contractor understands that the continuation of this Contract at any time, but especially after the close of the City's fiscal year, which ends on June 30, will be subject to the City's budget providing for the Contract item as an expenditure. The City cannot assure that the budget item for funding this Contract will be approved in the future; as such assurance would be a legislative and policy determination of the City Council. Should the funding of the Contract not be approved by City Council, City may terminate this Contract. City represents that it intends to pay all monies due, if such funds have been legally appropriated.
- 47. NON-EXCLUSIVE CONTRACT:** Any Contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City of Surprise. The City reserves the right to obtain like goods or services from another source when necessary.
- 48. SAFETY STANDARDS:** All items supplied on this Contract will comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards. The Contractor will be responsible for ensuring that OSHA safety standards are



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met and acknowledges that Contractor has general supervisory authority over the worksite, including the power to correct safety and health violations. This would include the power to require subcontractors to correct violations of OSHA. Contractor is responsible for how frequently and closely Contractor needs to inspect to meet OSHA standard of reasonable care.

- 49. PROPOSAL QUANTITIES:** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and the material to be furnished under this Contract, which have been estimated, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the proposals offered for the work. The Contractor further agrees that the City will not be held responsible if any of the quantities will be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same will not invalidate this Contract or the whole or any part of the work in accordance with the Specifications and Plans, and for the prices agreed upon and fixed, or excuse Contractor from any obligations or liabilities, or entitle Contractor to any damage or compensation except as may be provided in this Contract.
- 50. FEDERAL FUNDING:** It is the responsibility of the Contractor to determine on any project if federal wage rates apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the proposal to accommodate for required federal record keeping and necessary pay structures
- 51. CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
- 52. CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
- 53. CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this Solicitation or any resultant contract.
- 54. COOPERATIVE PURCHASING:** Any contract resulting from this solicitation will be for the use of the City of Surprise. In addition, specific eligible political subdivisions and nonprofit



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educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City will not be responsible for any disputes arising out of transactions made by others.

55. PROTEST: The purchasing manager shall have the authority to receive formal protests lodged in writing, specifically identifying the objection to the award of an invitation for bid (IFB), request for proposals (RFP) or request for qualifications (RFQ), pursuant to the formal purchase procedure. The protest must be submitted to the purchasing manager no later than 14 calendar days after notification of the intent to award. Untimely protests will not be considered. Surprise City Code § 2-349

56. CONTRACT ORDER OF PRECEDENCE – In the event of conflict in the provision of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

- a) Special Terms and Conditions
- b) Standard Terms and Conditions
- c) Statement or Scope of Work
- d) Specifications
- e) Attachments
- f) Exhibits
- g) Documents referenced or included in the Solicitation
- h) Proposal Submittal
- i) Purchase Order Terms and Conditions

57. FIDELITY BOND – A Fidelity Bond in the amount of \$10,000 is required by the contractor at the time of contract award and must remain in effect for the duration of the contract.



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References**

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REFERENCES

Offeror Name: _____

Please list a minimum of three (3) references whom the Procurement Division may contact for which you have performed work of a similar scope:

Company: _____
Contact: _____
Address: _____
E-Mail: _____
Phone: _____

Company: _____
Contact: _____
Address: _____
E-Mail: _____
Phone: _____

Company: _____
Contact: _____
Address: _____
E-Mail: _____
Phone: _____



**City of Surprise
Request for Proposal (RFP)
Stadium Cleaning Services
317000055
Attachment**

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TERMS AND CONDITIONS EXCEPTION

Offeror Name: _____

Contractors are to indicate below any exceptions they have taken to the specifications, scope, or terms:

ATTACH ADDITIONAL SHEETS AS NECESSARY.



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Attachment**

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LICENSE REQUIREMENTS

Offeror Name: _____

- ☐ Attach a copy of any applicable licenses to your proposal submittal.
- ☐ Attach a copy of your City of Surprise Business License to your proposal submittal. If you do not already hold a City of Surprise Business License, one will be required upon contract award.



**City of Surprise
Request for Proposal (RFP)
Stadium Cleaning Services
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Price Sheet**

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QUESTIONNAIRE

The Offeror's experience in performing work similar to those stated in this RFP is important. The Offeror shall provide sufficient information to demonstrate its experience, understanding of scope, transition plan in overall response.

The following question must be addressed in Offerors response – 12 page Maximum
*Proposals shall be submitted in **one (1) original and four (4) copies**. Detailed written responses shall be on 8 ½" x 11" papers, using Arial or Calibri font no smaller than 12 point and printed on one side.*

1. Transition Plan – first service will be in October for Arizona Fall League
2. How will you mobilize staff from game to game depending on attendance?
3. Where do you recruit staff from?
4. How do you plan to orientate and train your staff?
5. Security is a priority. How do you background check staff?
6. How do you handle quality control issues?
7. If you handle multiple sites, across various cities, how will you ensure Surprise is a priority client?
8. Who will be the site supervisor? Will they be at every game?
9. Provide a job description for your staff and average number of employees.
10. What is the worst experience you have had? How did you handle?
11. Have you ever had a contract terminated? Please explain.



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Attachments**

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MBWE / Local Vendor

Offeror Name: _____

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

Yes ☐ , No ☐.

If yes, please provide details and documentation of the certification.

Does your firm have a presence in the City of Surprise?

Yes ☐ , No ☐.



**City of Surprise
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Pricing Sheet**

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PRICE SHEET

ATTENDANCE-BASED BID FORM FOR POST GAME AND SPECIAL EVENT SERVICES

Attendance-based charges will be based upon turnstile count for cleaning services as described in this document. This bid is to be considered by City without exclusion to Contractor's proposal for additional or alternate methods/services for the described facilities and events.

Rate Per Event Spring Training Baseball Game (Porter Services Included)

Attendance of 1500 or less	_____
Attendance of 1501 to 4500	_____
Attendance of 4501 to 7500	_____
Attendance of 7501 or more	_____

Rate Per Event Other Sporting Events (Porter Services Upon Request)

Attendance of 200 or less	_____
Attendance of 201 to 500	_____
Attendance of 501 to 800	_____
Attendance of 801 or more	_____

Rate Per Event On Field Special Event (Porter Services Upon Request)

Attendance of 500 or less	_____
Attendance of 501 to 3500	_____
Attendance of 3501 to 6500	_____
Attendance of 6501 to 9500	_____
Attendance of 9501 or more	_____

Rate Per Event Special Event Not Using Stadium Field (Porter Services Upon Request)

Attendance of 500 or less	_____
Attendance of 501 to 3500	_____



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Attendance of 3501 to 6500 _____

Attendance of 6501 to 9500 _____

Attendance of 9501 or more _____

Other Required Services

Definitions to consider when pricing items on the following page

Complete Pre-clean: Complete cleaning of stadium, restrooms, second floor locker room areas, etc, as listed through the RFP (Includes but not limited to: all bird droppings throughout, cleaning all stucco walls/steal I-beams, stadium signs, stairwell storage areas, professional interior/exterior window cleaning, etc.) to present a professional, well kept facility.

Full Pre-clean: Complete cleaning (trash/debris removal and hose wash) of all stadium seating and concourse areas, clean and disinfect all restrooms, clean both dugouts, clean all second floor areas (party decks, suites, writing press, media rooms).

Medium Pre-clean: Complete cleaning of all lower sections of stadium seating and concourse areas, clean and disinfect all restrooms, clean both dugouts, writing press area and visitor's locker room areas.

Minor Pre-clean includes: Complete cleaning of lower sections of stadium seating from dugout corner to dugout corner (sections 111 to 112) and concourse areas, clean and disinfect first and third base restrooms, clean both dugouts, writing press area and visitor's locker rooms.

Complete stadium pre-clean for season or event _____

Full stadium pre-clean for season or event _____

Medium stadium pre-clean for season or event _____

Minor stadium pre-clean for season or event _____

Pre-clean both Sports Shops (approx. x square feet) _____

Wax both Sports Shop Floors (approx. x square feet) _____

Clean both team tunnels/stairs (approx. x square feet) _____

On site porter service per person per hour _____

Professional carpet cleaning (per square foot) _____

NOTE: the City of Surprise will supply all restroom products: toilet paper, paper towels, hand soap, toilet seat covers, female napkins/tampons, urinal screens, air freshener refills. As well as, all trash can liners for all trash cans (concourse, dugout, offices).