

CUSTODIAL MAINTENANCE
SERVICES
EM26-CMS01

City of El Mirage
10000 N El Mirage Rd
El Mirage, AZ 85335



City of El Mirage
REQUEST FOR PROPOSAL
Custodial Maintenance Services

- I. PROFESSIONAL SERVICES CONTRACT.....
- II. AGREEMENT
- III. EXHIBIT A

Attachments:

A - RFP-EM26-CMS01 Vendor Proposal-Jani Works

1. PROFESSIONAL SERVICES CONTRACT

CITY OF EL MIRAGE

THIS PROFESSIONAL SERVICES CONTRACT, is made and entered into this _____ day of _____, 20____, by and between the City of El Mirage, an Arizona municipal corporation (“City”), and JANI-WORKS a(n) Arizona Corporation (“Contractor”).

RECITALS

- A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;
- B. The City desires to contract for Contractor to provide Custodial Maintenance Services (“Services”) as described in the attached scope of work (Exhibit “A”) in accordance with the terms of this Contract;
- C. Contractor is duly qualified to perform the requested Services.

2. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set for herein, the parties hereto agree as follows:

2.1. DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the City to provide the Services required by this Contract. The Contract Administrator for the City shall be Alec Eigenberger, (Title) Program Manager/Division Manager II, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of the Contractor.

2.2. SERVICE DESCRIPTION

Contractor shall provide the Services described in Exhibit "A." All work will be reviewed, evaluated, approved, and monitored by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Contractor of any liability for improper, negligent or inadequate services rendered pursuant to this Contract. Contractor shall provide all work necessary to assure the Services are completed in a timely and efficient manner consistent with service requirements, including, but not limited to, working in close interaction with, and interfacing with, City and its designated employees, and working closely with others, including other consultants or contractors retained by City.

2.3. DOCUMENTATION AND DATA

All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be, and remain the property of, the City and are to be delivered to the Contract Administrator before final payment is made to the Contractor.

2.4. FEE SCHEDULE, RECORDS, AUDIT RIGHTS

The Contractor shall be paid for all Services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract, shall not exceed \$134,327.00.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Contractor on a monthly basis. Contractor shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require to make a determination of work performed and payment due.

Contractor's records (hard copy, as well as computer readable data) and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent

necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Such requirements will also apply to any and all subcontractors.

If any audit in accordance with this article discloses overcharges of any nature by the Contractor to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

2.5. ADDITIONAL SERVICES; PRICE ADJUSTMENT

The total Scope of Work to be performed by Contractor in accordance with this Contract is set forth herein and in Exhibit "A." Services not included in this Contract, including Exhibit "A," will be considered Additional Services. Contractor shall not perform any Additional Services without written authorization from the City. It shall be presumed that all Services performed/provided by Contractor were included in the Contract and contemplated by Contractor as being part of the original Scope of Work and the fees set forth herein, unless such Services have been separately approved by the City, in writing, as Additional Services. Contractor shall not be paid for any Additional Services that are not authorized by the City in writing.

2.6. OWNERSHIP

Upon receipt of payment for Services, Contractor grants to City, and shall cause its subcontractors to grant to City, the exclusive ownership of any and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, and other intellectual work product as may be applicable ("Work Product"). This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form. Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests. City may reuse the Work Product at its sole discretion. In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product. In such case, City will also remove any title block from the Work Product.

2.7. TERM AND EXTENSION

This Contract shall be in full force and effect only when approved and signed by City's City Manager as attested by the City Clerk. This Contract begins on the Effective Date and continues for three (3) years to 08/31/2029, with an option to extend for an additional two (1) year extensions.

2.8. TERMINATION

1. Termination for Cause

The City has the right to terminate this Contract for cause in the event Contractor materially breaches any provision of this Contract or portion of the Services and fails to remedy the breach within five (5) business days of notification of the breach, if the breach is remedial. If Contractor fails to remedy the breach or if the breach is not remedial, City may terminate this Contract for cause immediately upon written notice to Contractor. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 1, the City shall notify the Contractor in writing, and immediately upon receipt of such notice, the Contractor shall discontinue all work under this Contract.

Upon termination for cause, Contractor shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Contractor under the Contract, together with all unused material supplied by the City. Contractor shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Contractor shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Contractor's work if the contract is terminated for cause, and shall have no obligation to pay Contractor for any portion of the work, if any, not accepted by City.

If the Contractor materially fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold from payment due to the Contractor such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

2. Termination for Convenience

The City has the right to terminate this Contract for convenience or to abandon any portion of the work for which Services have not been performed by the Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.2, the City shall notify the Contractor in writing, and immediately upon receipt of such notice, the Contractor shall discontinue all work under this Contract.

Upon such termination for convenience or abandonment, the Contractor shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Contractor under the Contract, together with all unused material supplied by the City. Contractor shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

The Contractor shall receive as compensation in full for Services performed to the date of such

termination or abandonment, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Contractor and the City, based upon the scope of work set forth in Exhibit "A" and the payment schedule set forth in Article 2, hereof. If mutual agreement cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Exhibit "A" and the amount of compensation Contractor is entitled to for such work and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within sixty (60) days after the Contractor has delivered the last of the partially completed items.

2.9. ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

2.10. ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2.11. COMPLIANCE WITH LAWS

Contractor shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to this Contract.

2.12. MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

2.13. ASSIGNMENT

Services covered under this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

2.14. SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

2.15. ATTORNEY'S FEES

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

2.16. INDEPENDENT CONTRACTOR

The Services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee or agent of the City. The City will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Contractor will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.

2.17. CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's 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 to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

2.18. NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

JANI-WORKS
Attn: Harold Valencia
3132 E 46th street
Tucson, AZ 85713

In the case of City
City of El Mirage

Attn: City Manager
10000 North El Mirage Road
El Mirage, Arizona 85335

With a copy to:
City of El Mirage
Attn: City Attorney
10000 North El Mirage Road
El Mirage, Arizona 85335

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

2.19. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

2.20. TAXES

Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The City shall have no obligation to pay any amounts for taxes of any type incurred by the Contractor.

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

2.21. SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor.

2.22. INDEMNIFICATION

The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Contractor's negligent performance of professional services under this Contract and that of its subcontractors or anyone for whom the Contractor is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Consultant) against all damages,

liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

2.23. INSURANCE

The Contractor shall secure and maintain at all times that this Contract is in effect, insurance coverage which shall include statutory workers' compensation, comprehensive general and automobile liability, owner's and Contractor's protective liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000) combined single limit. The owner's and Contractor's protective liability limits shall be no less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) policy aggregate naming the City as an additional insured. The minimum amounts of coverage for Contractor's professional liability shall be one million dollars (\$1,000,000). In other than errors and omissions professional liability, City's and Contractor's protective liability and worker's compensation, the City of El Mirage shall be named as an additional insured.

All insurance coverage shall be written through a carrier licensed in Arizona, or an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A- or above with policies and forms satisfactory to the City.

The Contractor shall submit to the City a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Contract. City shall not issue a "Notice to Proceed" until after Contractor has submitted the certificate of insurance to City. Insurance evidenced by the certificate shall not expire or be canceled or materially changed without thirty (30) days prior written notice to the City, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer. The insurance policies, except Workers' Compensation required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

2.24. COOPERATIVE PURCHASING

While this Contract is for the City of El Mirage, other public agencies and political subdivisions may express interest in utilizing the Contract. In addition to the City of El Mirage, and with approval of the Contractor, this Contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the Contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of El Mirage will act as the lead agency. Any such

usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the Contractor may limit the Contractor's ability to extend use of this Contract. Any orders placed to the Contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this Contract will be the sole responsibility of each participating public agency. The City of El Mirage shall not be responsible for any disputes arising out of transactions made by others.

3. EXHIBIT A

3.1. Location of Work

All work under this Request for Proposal (RFP) shall be performed within the City of El Mirage, located in Maricopa County, Arizona. A map identifying the project sites is included as Exhibit A.

The facilities included in this solicitation are as follows:

- A. **City Hall**
10000 North El Mirage Road, El Mirage, Arizona
- B. **Senior Center / Court / Customer Service Complex (3 Buildings)**
14010 North El Mirage Road, El Mirage, Arizona
- C. **Parks and Recreation Facility**
10355 North 121st Avenue, El Mirage, Arizona
- D. **Police Department**
12401 West Cinnabar Avenue, El Mirage, Arizona
- E. **Fire Department (Administrative Area Only)**
13601 North El Mirage Road, El Mirage, Arizona
- F. **Public Works Facility (2 Buildings)**
10355 North 121st Avenue, El Mirage, Arizona
- G. **Cada Uno Facility** 14406 North Alto Street, El Mirage, Arizona
- H. **Library** 13513 North El Mirage Road, El Mirage, Arizona

3.2. Facility Access

A. Access to Facilities

The City of El Mirage shall provide the Contractor with all necessary security codes, building entry keys, and/or key card access required to perform the contracted services. The Contractor shall be authorized and required to lock and unlock doors as necessary for personnel performing the required services. The Contractor shall be responsible for safeguarding all keys, access cards, and security information provided by the City.

B. Service Hours

Unless otherwise authorized in writing by the City of El Mirage, all custodial services shall be performed Monday through Friday between the hours of 5:00 p.m. and 10:00 p.m.

C. City Hall Council Chambers

Custodial services for the City Hall Council Chambers shall be performed:

- On Mondays and Wednesdays between the hours of 8:00 a.m. and 5:00 p.m.; and
- After 12:00 p.m. (noon) prior to regularly scheduled City Council meetings held on the 2nd and 4th Tuesday of each month.

3.3. Proposed Work

The work to be performed under this Contract shall consist of providing all labor, supervision, materials, supplies, equipment, and transportation necessary to perform custodial services on a regular and ongoing basis for the buildings identified in this Request for Proposal (RFP).

3.4. Time is of the Essence

Because the City of El Mirage provides services that involve the health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor

3.5. Property Damage

Contractor shall be responsible for repair of any damage to City of El Mirage property and restoration of any facility damage beyond normal wear and tear, caused by Contractor's maintenance activities. Repair and restoration shall be performed at no cost to the City of El Mirage.

3.6. Contract Time

This Contract is a (3) three-year contract and commences on September 2026 and expires September 2029. If renewed, the contract is an annual contract. Contract renewal shall be within 30 days of contract expiration.

The City of El Mirage may at its sole option and with the consent of the Contractor, extend the period of this agreement up to two (2) additional years in one (1) year increments. Any price increase must be mutually agreed upon by the City and the Contractor. The Contractor shall be notified in writing when the contract renewal has been approved.

Either party has the right to cancel this contract at any time with a (30) thirty day written notice.

3.7. IMPLEMENTATION AND WORK PLAN

All Bidders shall submit, as part of their RFP response, a detailed thirty (30) day implementation plan demonstrating the Bidder's ability to successfully commence services for the City of El Mirage on the contract start date. Bidders shall also provide a comprehensive written work plan that includes, at a minimum, the following information:

A. The estimated number of personnel and man-hours assigned to each building necessary to meet the specifications of this Contract.

B. A backup staffing plan to address employee absenteeism, vacations, emergencies, and other staffing shortages.

C. The number and level of supervisors proposed.

D. The type, quantity, of equipment to used per building.

E. A detailed list of supplies, materials, and cleaning chemicals proposed for use in each building to fulfill the requirements of this Contract.

Failure to provide all required information above may result in the Bidder being deemed non-responsive and subject to disqualification from further consideration.

3.8. Contractor's Employees

- A. Wherever "security clearance" is referred to, it shall be understood that it refers to a security/criminal history background investigation. It is to include fingerprint clearance through the Arizona Department of Public Safety. The completed report(s) shall be provided to the designated representative of the City of El Mirage Police Department at least three (3) days, excluding weekends and holidays, in advance of the need for access.
- B. Contractor shall submit, at the Pre-Start up Meeting, a current list of the names, addresses, Social Security numbers, and security clearance reports for all employees who will perform work under this Contract. Changes in the employment list shall be reported to the City of El Mirage no less than three (3) days before the changes become effective. Employees must have a security clearance to work on the City of El Mirage property.
- C. Contractor shall provide appropriate training to employees prior to the beginning of service and have an on-going training program in place under this Contract to ensure competent performance of the work during scheduled hours. The Contractor shall provide, when submitting names of employees, documentation of the type and amount of training received by each employee.
- D. Contractor is not allowed to employ undocumented persons to perform custodial services or any services in the City of El Mirage facilities.
- E. All representatives of the Contractor's company must be fluent enough in the English language to converse intelligibly with City of El Mirage management and other personnel. The Contractor's Supervisor must be fluent in the English language.
- F. Contractor hereby agrees that any of its employees who may be assigned to the City of El Mirage buildings to satisfy Contractor's obligations under this Contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this Contract and shall perform no other custodial work at the City of El Mirage facilities.
- A. During the performance of this contract the Contractor will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment

will not be discriminated against because of race, color, religion, sex or national origin, age, legal alienage, pregnancy, disability, or union activity.

3.9. Employee Identification, Building Access, and Security Clearance

- A. All Contractor employees are to be in uniforms that bear the company name or logo. Uniforms are not to be dirty, stained or torn. Employees should not wear sandals or open-toed shoes, shorts or clothing associated with gangs.
- B. Only authorized Contractor employees are allowed on the premises of the City of El Mirage buildings. Contractor's employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee.
- C. The Contractor may sub-contract work to be done. Sub-contracted employees may not have a security clearance as required for the Contractor's employees.
 - 1. The contractor will be responsible for notifying the Public Works Director or designee at least five days prior to any sub-contract work to be done in any of the City facilities.
 - 2. The Contractor will be responsible for ensuring that an employee who has received clearance accompany and maintain constant oversight of workers who have not obtained a security clearance. If a Contractor's employee who has a security clearance is not available, arrangements can be made with the City to have a City employee available to supervise the workers. The contractor may be required to reimburse the City for all associated overtime costs.
 - 3. The contractor is responsible for providing the name, address, date of birth and social security numbers of these employees to the designated Police Department representative.
- D. If, for any reason, the person(s) employed by the Contractor and normally assigned to clean the City facilities are not available, the Contractor may provide a substitute employee. However, if that person is not on the approved list of employees who have a security clearance, the Contractor shall assign a supervisor who has a security clearance to supervise the employee. This procedure is only allowed for short durations and to be used at a minimum.
- E. The Contractor will advise the designated Police Department representative at least 12 hours prior to assigning that person. Included in the notification will be the employee's full name, address, date of birth, and social security number.
- F. Prior to scheduling any custodial services, Contractor shall submit a current list of names, addresses, social security numbers and a completed security clearance report listing any and all results of the investigation for all employees requiring access to any City facilities. Contractor is responsible for obtaining security clearances for all employees at their sole expense.

- G. The City of El Mirage reserves the right to change any restricted areas as operations may dictate.
- H. All employees assigned to work in any City facility shall have a security clearance before access to facilities is given. The security clearance will be conducted prior to any employee entering work. The information will be provided to the City of El Mirage at least three (3) days, excluding weekends and holidays, in advance of the need for access.
- I. In its sole discretion, the City of El Mirage may, at any time, refuse to allow an employee access to an area for the reasons listed below, but not limited to the following reasons:
 - 1. Conviction of a felony.
 - 2. Conviction of a misdemeanor (not including traffic or parking violation).
 - 3. A person currently on parole or probation.
 - 4. A person currently identified as the subject of a criminal investigation.
 - 5. Any person with outstanding warrants (including traffic and parking violations)

3.10. Type of Supervision

The Contractor shall provide qualified on-site supervision for each work shift to ensure the satisfactory and competent performance of all services required under this Contract during scheduled working hours. In addition, the Contractor or its authorized representative shall conduct routine daily inspections to verify that all work is being performed in accordance with the requirements and standards of this Contract.

The Contractor's Job Manager and supervisory personnel shall be literate and fluent in the English language to ensure the ability to read and understand chemical labels, safety information, work instructions, and signage, and to effectively communicate with City management and personnel.

On-site supervisory personnel shall also be able to effectively communicate in the primary language spoken by the custodial staff to ensure proper direction, training, and oversight of assigned personnel.

3.11. Laws and Regulations

Contractor shall comply with all applicable federal law, state law, the City of El Mirage Municipal Code, regulations and rules, including, but not limited to:

OSHA Guideline Compliance

- 1. MATERIAL SAFETY DATA SHEETS - Contractor shall furnish to the City of El Mirage copies of Material Safety Data Sheets (MSDS), for all products used on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's MSDS must be provided to the Public Works Department prior to the product

- being used in any facility. Contractor must also provide a list of products being used at each facility and on what surface.
2. The Materials Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
 3. CAUTION SIGNS - Contractor shall use caution signs as required by OSHA Regulation 1910.1200, paragraph f, concerning the labeling of all chemical containers.
 4. CAUTION SIGNS - Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City of El Mirage. Caution signs must be on-site during each scheduled cleaning.
 5. OSHA GUIDELINES OF BLOOD PATHOGENS - Contractors shall comply with the OSHA Standards 29CFR 1910.1030.
 6. Contractor shall be responsible for compliance with all OSHA rules and regulations on date of Contract acceptance and shall provide proof to the City of El Mirage.
 7. Failure of Contractor or their employees to comply with all applicable laws, regulations and rules shall permit the City of El Mirage to immediately terminate the contract without liability.

3.12. Performance

A. Contractor's Performance

The Custodial Contractor shall furnish all necessary trained personnel, supervision, scheduling, equipment and tools (and maintenance), cleaning chemicals, supplies and other accessories required to perform the custodial services at the City of El Mirage's facilities designated in the Scope of Work. All work shall be performed in strict accordance with the conditions, provisions, standards and specifications described herein.

B. Quality and Acceptability of Work

The Public Works Director or designee shall decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Public Works Director or designee, performance becomes unsatisfactory, the City of El Mirage shall notify the Contractor, its authorized representatives or agents in writing.

C. Contacting the Contractor

The Contractor must have a telephone number where it can be contacted immediately anytime during a twenty- four (24) hour period and the Contractor must call back within sixty (60) minutes of the originating call. The Contractor's telephone number must be free of charge.

3.13. Performance Standards

- A. It is the objective of the City to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this contract. To this end, the City is contracting for the complete performance of each cleaning job as specified in this contract. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.
- B. The Public Works Director or designee shall contact the Contractor by telephone, fax, or email to notify them of performance issues. The Public Works Director shall also notify the Contractor of written complaint(s) received from building occupants. The Contractor shall be required to respond to any major problem(s) within two (2) hours, once notified by the Public Works Director or designee, or be charged a deduction.
- C. The Public Works Director shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification letter and fax record.
- D. Major problems require immediate attention and shall be responded to and corrected within two (2) hours. Examples of major problems include, but are NOT limited to toilets not cleaned, not stocking sufficient paper products in large areas, offices not cleaned, or trash removed, etc. The Public Works Director or designee shall have authority to classify a complaint as major or minor.
- E. Minor problems require correction during the next day's normal clean up, however a continuing record of minor complaints shall result in a deduction. Examples of minor problems include, but are not limited to, a trash can not emptied, a small area not vacuumed, toilet paper in one stall out, etc. Failure by the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement.
- F. Failure to clean an entire building or site shall result in a separate deduction for **nonperformance**. After three (3) occurrences of nonperformance, the city, at its discretion, may begin default proceedings. The Contractor, to handle an instance of nonperformance, shall send personnel to the missed site within one hour of notification of an event of nonperformance for immediate servicing of that location. However, this shall not relieve the Contractor of being charged the deductions or this counting towards the three occurrences. If the Contractor does not respond in one hour, the Public Works Director may exercise the City's right to terminate for default.

3.14. Liquidated Damages

Failure of the Contractor to respond to problems referred to them by the Public Works Director within the time limits established above shall result in the following deductions from invoiced payments:

- A. Major problems not responded to within the established time limits will result in a deduction of 5% of the monthly cost of cleaning the entire building.
- B. Minor problems not responded to within the established time limits will be one (1) day's cost of cleaning for the entire building experiencing the problem (the formula to arrive at the deduction is: monthly facility cost divided by workdays in month = per day cost of cleaning that location).
- C. Nonperformance deductions shall be equal to 100% of the monthly charge for the missed facility.
- D. Continued reporting of major and minor compliance failures of five (5) or more for any month will result in a **10% DEDUCTION OF THE TOTAL MONTHLY CONTRACT COST**.
- E. Inspection reports for a one (1) month period will be reviewed prior to the first meeting of the following month. Should these inspection reports indicate an overall unsatisfactory rating for that month; the City will impose a **10% DEDUCTION OF THE TOTAL MONTHLY CONTRACT COST** on the next payment. (Inspection reports will be discussed weekly with the Public Works Director or designee, and therefore, Contractor should be fully informed and aware that punitive deductions are forthcoming).
- F. Three occurrences of nonperformance in a twelve-month period may result in the decision to terminate this contract due to default.

3.15. Inspections

- A. The Public Works Director or designee will conduct random inspections of the area covered under this Contract.
- B. The Public Works Director or designee shall conduct joint inspections with the Contractor of each location on a monthly basis. The date and time shall be mutually agreed upon.

3.16. Storage Space

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

- A. Keep janitorial closets and slop sink rooms in a clean and orderly condition.
- B. Keep storage closets, utility and telephone rooms in an orderly condition. No storage in utility/phone closets.

3.17. Telephone Service

A. Contractor shall be allowed job-related use of the City of El Mirage telephone at no cost to the Contractor. The Contractor will pay any cost or repair damage caused by Contractor to the telephone equipment over and above normal wear and tear. No toll charges will be allowed by Contractor's employees. Any toll charges will be reimbursed to the City of El Mirage by the Contractor

B. A list of emergency telephone numbers shall be maintained at the work locations by the Contractor and will include the Police and Fire Departments.

3.18. City Holidays

Janitorial Services shall not be provided during City holidays as listed below except for the Police Department Buildings:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

3.19. Work Time Designations

Unless designated otherwise, the following time schedules are applicable:

- A. All services are to be performed between the hours of 5:00pm and 10:00pm unless otherwise requested in writing by the City of El Mirage.
- B. Custodial services are to be done five (5) days a week, Monday through Friday except for the Police Department which is to be done six (6) days a week, Monday through Saturday.
- C. One time daily - daily work to be performed each day at Contractor's discretion.
- D. Once per week (weekly) - work to be performed once per week at Contractor's discretion, a minimum of four (4) days apart.
- E. Twice per week - work to be performed twice per week at Contractor's discretion, a minimum of two (2) days apart.
- F. Three times per week - work to be performed on Monday, Wednesday and Friday.
- G. Once per month (monthly) - work to be performed once per month, a minimum of three (3) weeks apart.

- H. Twice per month - work to be performed twice per month, a minimum of two (2) weeks apart.
- I. As needed - determined by the Public Works Director or designee.

3.20. Floor Space

All floor spaces at all locations is applicable unless specifically exempted

3.21. Deliveries

Contractor's employees are strictly prohibited from signing for, acknowledging receipt of, or otherwise accepting deliveries on behalf of the City of El Mirage or any City department. Any deliveries requiring acceptance shall be handled exclusively by authorized City personnel.

3.22. Pre-start up meeting

- A. The successful Contractor shall be required to attend a start-up meeting with the Public Works staff no less than one (1) week prior to the contract start date. Such meeting may include a walk-through of each facility.
- B. A Contractor supervisor shall be on-site to orient employees the first day of the Contract. Throughout the entire Contract period, a Contractor supervisor shall be on-site to orient new employees or employees newly assigned to a specific location

3.23. Additions, Deletions, Changes

The Public Works Director may at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the Contract Documents, an equitable adjustment shall be authorized by written Change Order.

3.24. Quarterly Review

A management representative of the successful Contractor will attend a quarterly compliance review with the Public Works staff. The Contractor will be notified of the exact time and place of each meeting.

3.25. End of Contract Review

- A. Approximately ten (10) days prior to the end of the contract, the Contractor's representative will schedule a walk-through inspection of the facilities to review their cleanliness.
- B. If the cleanliness level is below that of the cleanliness standards established by the terms, conditions and provisions of the Contract, the City of El Mirage will hold the last monthly payment for that facility until the cleanliness standards are met

3.26. Safety Measures

- A. Contractor must certify that all employees and representatives are trained to recognize and understand the Universal Safety Symbols. The Contractor's supervisor shall be fluent in the English language and the language of the custodians. Representatives of the Contractor must be fluent in English. However, for better communication between the Contractor and the employees, the Contractor may provide the following information to the employees:
 - A. Provide all MSDS sheets in English and Spanish languages.
 - B. Label all containers in English and Spanish languages.
 - C. Post all custodial instructions and schedules in English and Spanish languages.
 - D. The Contractor's supervisors must be fluent in the English language and shall be available to the City of El Mirage personnel.

3.27. Alteration of Work

The City of El Mirage reserves the right to make alterations to specific work hours as may be found necessary or desirable. Such changes shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered the same as if it had been a part of the original Contract. The City of El Mirage will make arrangements to cover unforeseen circumstances, which make it impossible to carry out the work in accordance with the original Contract plans and specifications.

3.28. Quality Control

Contractor should provide a monthly Maintenance/Cleaning Calendar that reflects the Cleaning Specifications and requirements and their scheduled cleaning days. This calendar must be forwarded to the Agent prior to the start of each month.

- A. A sample must be included with the Contractor's Request for Proposal (RRP).
- B. This Cleaning Schedule will be utilized to ensure that all specifications are successfully being adhered to.

3.29. Training

The Contractor will provide training to their staff in the areas of job safety, hazardous communication, clean and disposal of blood borne pathogens, site tours and floor care services. The Contractor will maintain records of all required training and will provide copies of training to the City of El Mirage upon request.

3.30. Carpet Cleaning

- A. Complete Carpet cleaning shall only be performed when authorized.

- B. Carpet Care guidelines will be that of Manufacturers' approved cleaning process and appropriate equipment.
- C. The Contractor shall not clean carpets unless authorized by the Agent in writing and must obtain a valid purchase order in the amount for the work request prior to commencement.

3.31. Janitorial Supplies

- A. The Contractor shall provide all cleaning chemicals and equipment necessary to perform the cleaning standards of the contract. The Contractor is required to use floor care products that meet and are guaranteed by the manufacturer, to equal or surpass the test method developed by the American Society of Testing Material (ASTM) for determining the slip resistance of floor finishes (ASTM D2047).
- B. Supplies.

1. Chemical Supplies: This list is not inclusive, but the minimum standard required:

- 1. Graffiti cleaner
- 2. Carpet spot remover/cleaner
- 3. Disinfectant
- 4. Germicide
- 5. Mild detergent
- 6. Metal cleaner/polish
- 7. Furniture polish

2. Biohazard Kit - Maintain a minimum of one biohazard kit at the Public Safety Building at all times.

C. Equipment

The Contractor shall provide a list of type and quantity of equipment that will be utilized at each location in the performance of this contract. A copy of the specification of each type of equipment shall be attached to the RFP. The equipment submitted shall be kept current and operating in all facilities at all times for the life of the contract.

3.32. Scope of Work

- A. General - (Daily Unless Otherwise Noted)
 - a. Secure all areas.
 - b. Polish and vacuum all furniture, wooden counters and tabletops (Weekly).

- c. All trash shall be removed to pre-designated area.
 - d. All recycling shall be removed to pre-designated areas.
 - e. Vacuum all carpets using a certified Hepa (or better) filtered vacuum.
 - f. Sweep all flooring using approved dust down preparations; damp mop all flooring in entrance foyers.
 - g. Spot clean all carpeting (using approved Manufacturer process & materials)
 - h. Wash and sanitize all water fountains & coolers including upper and lower air vents.
 - i. Clean all doors and door jams. (Weekly)
 - j. Clean door glass (both sides)
 - k. Wipe all wall surfaces (Monthly).
 - l. Clean all white "write on" boards unless "SAVE" is written on them. (Weekly).
 - m. High dust all sprinklers, ventilation grills, and all other ceiling fixtures as appropriate. (Quarterly)
 - n. Vacuum all overhead ventilation grills using a certified HEPA (or better) filtered vacuum. (Quarterly)
 - o. Wash down patios (Weekly)
- A. All Restrooms - (Daily Unless Otherwise Noted)
- 1. Sweep, then wet mop restroom floors with germicidal detergent and clean water, including baseboard. Maximum care will be taken to remove and prevent staining to floor surface and grout. Change water after cleaning each restroom.
 - 2. Clean all surfaces of basins, bowls, toilet seats and urinals with germicidal detergent, wiping excess liquid off of adjacent walls, fixtures and partitions.
 - 3. Clean empty restroom dispensers and refill with supplies, making sure that there is no soap residue at spout of dispenser. Remove wrapper from toilet paper. Contractor will not leave extra rolls of toilet paper or paper towels in restrooms. Refill all air freshener dispensers when needed.
 - 4. Wash and polish mirror, basin shelves/counters, bright work, soap dispensers, piping and push plates on doors, making sure there is no residue build-up anywhere on bright work.
 - 5. Spot clean light switches, doors and walls.
 - 6. Spot clean door kick & push plates, and the area immediately surrounding them.

7. Thoroughly clean restroom ceramic tile walls removing streaks, smudges and graffiti. Maximum care will be taken to prevent staining to wall tile and grout.
8. Waste receptacles to be emptied, spot cleaned, and liners replaced (as needed).
9. Clean and refill sanitary machines with supplies to be provided by the City of El Mirage.
10. Showers are to be completely cleaned with germicidal detergent and free of soap and water residue build-up anywhere.
11. Fill floor drains with water and a capful of enzyme bacteria product.
12. Wash all restroom partitions on both sides, including doors, hinges and partition seams.
13. Empty trash receptacles and replace liners.
14. Refill all dispensers (paper, soap, etc.).
15. Clean mirrors, counters, tile around fixtures.
16. Clean and sanitize sink and fixtures.
17. Clean and sanitize toilets and urinals.
18. Spot clean partitions and walls.
19. Sweep and sanitize floors.
20. Refill toilet deodorizers, as needed.
21. All showers will be cleaned, and disinfected, as needed with locker rooms dusted and cleaned.

Note: The City of El Mirage will supply air sanitizer for special existing dispensers

C. Office and Common Area Cleaning (Daily Unless Otherwise Noted)

2. Waste receptacles to be emptied, spot cleaned, and liners replaced (as needed).
3. Empty all recyclable receptacles and replace liners as needed. Dump recyclables in the designated area.
4. Empty and damp wipe all ash trays.
5. Dust and damp wipe all horizontal counter surfaces.
6. Dust high and low areas (wall ornaments, clocks, shelves, partitions tops, etc.) (Weekly).
7. Spot clean vertical surfaces removing fingerprints, smudges and stains (weekly).
8. Clean phone and computer screens (Weekly).

9. Dust and clean all vents (Bi- Weekly).
10. Windows cleaned inside and outside, as needed. Include cobwebs in the windows and eaves.
11. Desks can be cleaned if cleared of all paperwork and other items. Lightly dust office and desk equipment (i.e. telephones, typewriters, projectors, computers, etc.), all desktops, countertops, credenzas, bookshelves, file cabinet tops, and glass tops. ***Contractor is not to touch or move items on desks!**
12. Sweep all flooring using approved dust down preparations; damp mop all flooring.
13. Vacuum all carpeted surfaces using a certified Hepa (or better) filtered vacuum.
14. Spot clean carpeted areas.
- D. All Break rooms - (Daily Unless Otherwise Noted)
 22. Wipe clean and sanitize all counter tops, refrigerators (exterior), tables, chairs, cabinets, coffee makers (exterior), and vending machines, exterior of trash receptacles, paper towel dispensers, and ashtrays.
 23. Clean, polish and sanitize all surfaces of sink with germicidal detergent, wiping excess liquid off of faucet and adjacent walls. Polish all.
 24. Sweep between, around and underneath vending machines, refrigerators, cabinets, etc.
 25. Sweep and wet mop with germicidal detergent non-carpeted floors.
 26. Spot clean light switches, doors, and walls.
 27. Spot clean carpets removing stains, deposits, gum, spills.
 28. Waste receptacles emptied, spot cleaned & liners replaced (as needed). Trash removed to pre- designated area.
 29. Refill all dispensers (paper, soap, etc.).
 30. Remove all collected trash to designated area.
 31. Empty and damp wipe all ash trays.
 32. Dust and damp wipe all horizontal surfaces.
 33. Clean microwave inside and out.
 34. Clean all tables and chairs.
 35. Clean and sanitize all floor coverings.
 36. Scrub and refinish all floor coverings (Quarterly).
 37. Dust high and low areas (wall ornaments, clocks, partitions tops, etc.) (Weekly).

38. Spot clean vertical surfaces removing fingerprints, smudges and stains (Weekly).
39. Wipe clean and sanitize the inside of refrigerators. Remove and replace contents if needed. (Weekly)
40. Dust and clean all vents (Bi- Weekly).

E. Holding Cells

1. Clean and sanitize all floor coverings.
2. High and low dusting.
3. Clean and sanitize toilets and wash basins.
4. Restock toilet paper in cells using partially used rolls.
5. Mop storage room floor and mop sink (Weekly)
6. Flush all toilets and run water in each wash basin for 15 seconds (Bi- Weekly).

F. Evidence Processing Room

The evidence processing room may NOT be entered for cleaning.

G. Commercial Kitchen Cleaning - (Daily Unless Otherwise Noted)

The following cleaning standards shall be used in the Senior Center kitchen area in addition to general tasks.

- A. Equipment – Wash, Rinse and Sanitize (a sanitizing solution is 1tbs. of bleach per gallon of water. Solution must sit on the surface wet for 1 minute) all food contact surfaces including food preparation equipment. Floors – The surfaces shall be swept prior to wet mopping to remove all loose soil and dust including the lifting of any mats. All accessible areas shall be mopped to remove all soil, scuff marks, and nonpermanent stains. After mopping, the floor shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings or other evidence of soil. Baseboards shall be wiped to remove all splash marks.
- B. Walls – The surface of all walls shall be washed with a mild soap and degreaser and then rinsed with clean water.
- C. Trash Receptacles - All waste receptacles recycle containers, and other trash containers within the kitchen shall be emptied each night and returned to their initial locations. The interior, exterior and housing of trash receptacles, shall be damp wiped to remove soil. Wet spills on the interior of wastebaskets shall be removed. Trash receptacle plastic liners shall be replaced nightly.
- D. Floor Drains - Remove all build up deposits, from the grate and neck of the drain. Replace the grate properly. Clean the inside of the drain by pouring at least one cup of 50/50 mixture of clean water/disinfectant through the drain.

H. Floor Maintenance

- 15. Sweep and mop floor coverings with approved disinfectant.
- 16. Sweep and mop stairwell coverings.
- 17. Scrub and refinish all floor coverings (Twice per Year).

I. All Areas - Once Weekly

- 41. Corners and edges will be swept or vacuumed to remove all dirt and dust.
- 42. Thoroughly dust all chair and table legs and baseboards.
- 43. Wipe clean all baseboards upon completion of once weekly floor treatment.
- 44. Thoroughly dust, with treated cloth, all window frames and sills.
- 45. Dust high and low fixtures.
- 46. Ensure all walls, ceilings, fixtures and corners are free of cobwebs.
- 47. Clean custodial closet storage areas including washing sink, dust and wet mop floor, restock supplies & equipment.
- 48. Floor mats -remove gum and spots, wash with mild detergent/soap, rinse and let dry before placing back on floor.
- 49. Fabric chairs and couches, remove lint, dirt and gum -spot clean.
- 50. Dust all walls, ceiling and floor vents.
- 51. Spot clean glass in all interior windows, door, wall, partition, as well as any other miscellaneous glass surfaces

J. All Areas - Monthly

- 7. Thoroughly vacuum all upholstered furniture.
- 8. Thoroughly clean all walls, ceiling and floor vents.
- 9. Spot clean baseboards, removing heel marks and soil.
- 10. Thoroughly dust, with clean cloth, all window blinds -spot wash as needed.
- 11. Thoroughly clean all leather/vinyl upholstered furniture.
- 12. Wipe out inside of all refrigerators.

K. All Areas - Quarterly

Vacuum or wipe with treated cloth (as appropriate) all window blinds.

L. All Areas - Twice Per Year

Strip hard surface floors and refinish with two coats of sealer and three coats of floor polish. All old wax build up, especially in corners and along baseboards, must be removed.

M. All Areas - Annually

Machine scrub ceramic tiles, removing oil and all build up of waxes and finishes. Thoroughly clean and apply sealer to the grout, restoring it to original color.

SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

SIGNATURE
J. Crystal Dyches
FULL NAME
DATE SIGNED
City Manager
TITLE

SIGNATURE
FULL NAME
DATE SIGNED
City Attorney
TITLE

SIGNATURE
FULL NAME
DATE SIGNED
Contractor
TITLE

SIGNATURE
Jill A. Boltz
FULL NAME
DATE SIGNED
City Clerk
TITLE

Exhibits List

A - RFP-EM26-CMS01 Vendor Proposal-Jani Works

Exhibit A

RFP-EM26-CMS01 Vendor Proposal-Jani Works

CUSTODIAL MAINTENANCE SERVICES PROPOSAL



Prepared for

CITY OF EL MIRAGE, ARIZONA

Custodial Maintenance Services | Citywide Facilities

RFP No. EM26-CMS01 | Proposal Due: July 9, 2026, 8:00 AM (Arizona)

Submitted by

B & H General Services, Inc. DBA JANI-WORKS Cleaning & Disinfecting

Phoenix Office: 2910 N 35th Ave, Suite 100, Phoenix, AZ 85017 | www.jani-works.com

Harold Valencia Sr., President & CEO | (623) 499-9866 | hvalencia@janitorial-works.com

June 2026

COVER LETTER

June 22, 2026

City of El Mirage

Public Works Department | Procurement Division
12145 N.W. Grand Avenue, El Mirage, AZ 85335

RE: RFP No. EM26-CMS01 - Custodial Maintenance Services

Dear Members of the Evaluation Committee,

Thank you for the opportunity to respond to RFP EM26-CMS01 for Custodial Maintenance Services. JANI-WORKS Cleaning & Disinfecting (B & H General Services, Inc.) is an Arizona S-Corporation that has specialized in commercial, government, and institutional custodial services since 2013. We operate from offices in Phoenix and Tucson, giving the City of El Mirage a true local provider with local supervision and rapid response across all twelve facilities in this contract.

Over 13 years we have grown to maintain more than 1.2 million cleanable square feet across 40-plus buildings, with a client-retention rate above 90 percent and zero contracts ever terminated for cause. Our public-sector portfolio is directly relevant to El Mirage: daily custodial and event cleaning at the Kino Sports Complex (Pima County), citywide window and power-washing services for the City of Peoria, and ongoing janitorial service at Pima County facilities including the Tres Rios Water Reclamation campus. Our crews are background-checked, AZ DPS fingerprint-cleared where required, OSHA-trained, uniformed, and directly employed - we self-perform and do not rely on subcontractors.

We understand the scope: nightly custodial care, Monday through Friday, of City Hall, the Senior Center / Court / Customer Service complex, Fire administration, Parks and Recreation, Public Works, and Cada Uno, plus six-day-per-week service of the Police Department with its secured areas, locker rooms, and showers - 32 restrooms and roughly 80,550 cleanable square feet in total. Every facility is cleaned to a measurable standard, inspected and photo-documented in our OrangeQC platform, and backed by a 30-day implementation plan, a sample monthly cleaning calendar, and a per-building equipment and chemical plan, all included in this proposal.

JANI-WORKS provides all cleaning chemicals, equipment, and personal protective equipment required to perform the work; consumable paper products and soap remain the City's responsibility as described in the RFP, and our staff keep every dispenser stocked nightly. We carry full General Liability, Automobile, and Workers' Compensation coverage, maintain a clean safety and litigation record, and take no exceptions to the terms of this RFP. A current certificate of insurance naming the City of El Mirage as an additional insured will be provided upon award.

We would be honored to serve the City of El Mirage. Please contact me directly with any questions.

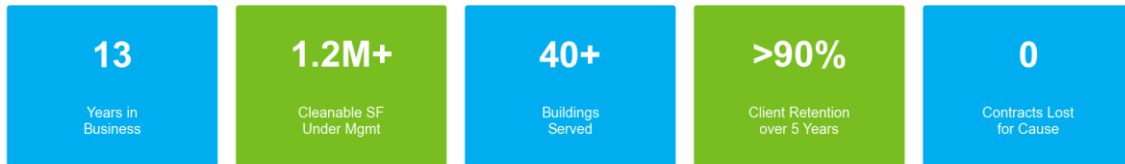
Respectfully,

Harold Valencia Sr.

President & CEO

B & H General Services, Inc. DBA JANI-WORKS Cleaning & Disinfecting
(623) 499-9866 | hvalencia@janitorial-works.com

EXECUTIVE SUMMARY



JANI-WORKS at a glance.

JANI-WORKS proposes a complete custodial maintenance program for all City of El Mirage facilities under RFP EM26-CMS01. Our program covers nightly cleaning Monday through Friday of City Hall, the Senior Center / Court / Customer Service complex, Fire administration, Parks and Recreation, Public Works, and Cada Uno, with six-day-per-week service of the Police Department - approximately 80,550 cleanable square feet and 32 restrooms across twelve buildings. Every task in the City's specification is scheduled, performed by trained and screened technicians, and verified through documented quality inspections.

Why the City of El Mirage Should Select JANI-WORKS

- Proven municipal performer: daily custodial and event cleaning at Kino Sports Complex, citywide services for the City of Peoria, and ongoing janitorial service across Pima County facilities.
- Local and self-performing: Phoenix-based crews with local supervision, directly employed - no subcontractors.
- Measurable quality: every service inspected and photo-scored in OrangeQC, with a three-tier inspection framework and monthly performance reporting to the City.
- Screened, trained workforce: background checks, AZ DPS fingerprint clearance for Police access, OSHA, bloodborne-pathogen, and HazCom training documented for every technician.
- Responsive value: our all-inclusive price of \$134,327 per year is below the City's current contract level while preserving the staffing and supervision needed to perform every specification.

1. METHOD OF APPROACH

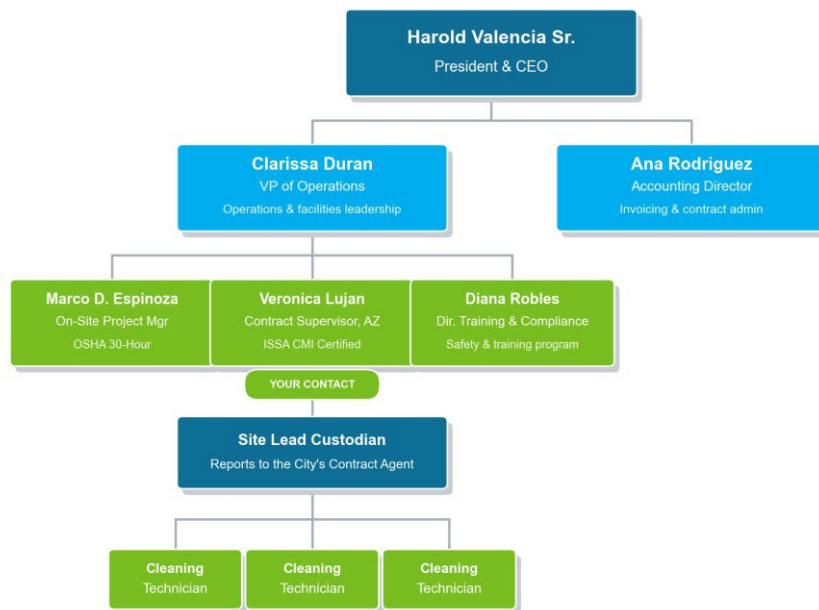
Our method of approach combines a disciplined nightly cleaning routine, a fully staffed and supervised crew, a documented quality-assurance system, and a 30-day implementation plan that puts El Mirage into service on day one without disruption. This section also contains every element required by Specification 3.7 (Implementation and Work Plan), 3.28 (Quality Control / sample cleaning calendar), 3.29 (Training), and 3.31 (Janitorial Supplies and Equipment).

1.1 Management and Contract Organization

A dedicated account team manages this contract. A working Site Lead Custodian is on site every service night and reports to the City's designated Contract Agent. Veronica Lujan, our ISSA CMI-certified Contract Supervisor for the Arizona region, is the City's single point of contact and performs scheduled quality inspections. On-Site Project Manager Marco D. Espinoza (OSHA 30-Hour) coordinates equipment, supplies, and staffing; Diana Robles directs training and compliance; and VP of Operations Clarissa Duran provides executive oversight. This structure gives the City clear accountability from the technician on the floor to the President of the company.

PROJECT ORGANIZATION

City of El Mirage | Custodial Maintenance Services (EM26-CMS01)



AZ DPS fingerprint-cleared & background-checked technicians - OSHA-trained - uniformed - GPS time & attendance

Figure 1: Project organization for the City of El Mirage contract.

Name	Role	Responsibility on This Contract
Harold Valencia Sr.	President & CEO	Contract authority; company founder (2013)
Clarissa Duran	VP of Operations	Executive oversight, resourcing, escalation
Veronica Lujan	Contract Supervisor, AZ (ISSA CMI)	City's single point of contact; QC inspections
Marco D. Espinoza	On-Site Project Manager (OSHA 30-Hr)	Equipment, supplies, staffing coordination
Diana Robles	Director of Training & Compliance	Safety, HazCom, BBP and skills training
Site Lead Custodian	On site every service night	Daily execution; reports to City Contract Agent

1.2 Our Nightly Cleaning Method

Every facility is cleaned with the same repeatable, inspected routine, performed within the City's service window (5:00 PM to 10:00 PM, with Council Chambers and pre-Council coverage as scheduled). The sequence below is followed at each building and verified in OrangeQC before the building is secured.

OUR NIGHTLY CLEANING METHOD

A repeatable, inspected routine performed at every scheduled service (Mon-Fri 5-10 PM; Police Mon-Sat)



Every service is logged, photographed, and quality-scored in OrangeQC before the building is locked.

Figure 2: The six-step nightly method performed at every scheduled service.

1.3 30-Day Implementation and Work Plan (Specification 3.7)

Upon Notice of Award, JANI-WORKS executes the following 30-day implementation plan so that full service begins on the contract start date with no gap from the current provider.

Timeline	Implementation Activity
Days 1-5	Attend pre-start-up meeting; confirm building list, access, keys/badges, alarm codes, and the City's Contract Agent and after-hours contacts.

Days 1-10	Submit employee roster for AZ DPS fingerprint/background clearance (Police access); order uniforms, equipment, and chemicals; stage supplies at each facility.
Days 10-20	Walk every building with the City; build facility-specific task maps and the monthly cleaning calendar; load all areas and inspection forms into OrangeQC.
Days 20-30	Train assigned crew on site (safety, HazCom, BBP, floor care, security protocols); run supervised dry-run cleanings; confirm readiness with the City.
Day 31 (Go-Live)	Begin full nightly service; Site Lead and Contract Supervisor on site; first-week daily inspections and a 30-day performance review with the City.

A. Personnel and Man-Hours per Building (Specification 3.7.A)

The table below shows the cleaning labor assigned to each pricing group to meet the City's specifications. Hours shown are productive cleaning hours; a working Site Lead provides on-site supervision on top of these hours at no additional charge. Total direct cleaning labor is approximately 96 hours per week (about 2.4 full-time equivalents), plus supervision.

#	Building / Group	Sq Ft	Days/Wk	Hrs/Night	Hrs/Week	Hrs/Month
1	City Hall	9,365	5	2.3	11.7	51
2	Senior Center / Court / Customer Service (3 Buildings)	10,734	5	2.1	10.7	46
3	Police Department	22,000	6	4.4	26.4	114
4	Fire Department (Admin Area Only)	15,000	5	3.0	15.0	65
5	Parks and Recreation	5,564	5	1.4	7.0	30
6	Public Works (2 Buildings)	11,570	5	2.9	14.5	63
7	Cada Uno	1,925	5	1.0	4.8	21
8	Library	4,392	5	1.3	6.3	27
	TOTAL	80,550			96	417

B. Backup Staffing Plan (Specification 3.7.B)

- A trained relief pool covers absences, vacations, and emergencies; no scheduled service is missed.
- The Site Lead and Contract Supervisor are cross-trained on every building and can fill in immediately.
- Cross-training across routes means any technician can cover an adjacent building the same night.
- GPS time-and-attendance flags a missed check-in in real time so a supervisor can dispatch a replacement.

C. Supervision (Specification 3.7.C)

- One working Site Lead Custodian on site every service night (Mon-Sat for Police coverage).
- Veronica Lujan, Contract Supervisor (ISSA CMI), conducts scheduled and random OrangeQC inspections.

- Marco D. Espinoza, On-Site Project Manager (OSHA 30-Hour), oversees equipment, supplies, and staffing.

D. Equipment per Building (Specification 3.7.D and 3.31.C)

JANI-WORKS provides all equipment listed below, kept current and operational at all facilities for the life of the contract. Manufacturer specification sheets for each equipment type are available on request and will be furnished at the pre-start-up meeting.

Equipment	Specification	Qty	Deployed At
HEPA backpack vacuum	ProTeam Super CoachVac (10 qt), HEPA filtration	5	All buildings (1 per route)
Commercial upright vacuum	Dual-motor HEPA, carpet	2	Carpeted offices, Police, Senior/Court
Microfiber flat-mop system	Dual-cavity bucket, color-coded pads	6	All buildings
Janitor cart + caddy	Lockable, with wet-floor signage	5	All buildings
Wet/dry vacuum	Commercial, restroom & spill response	2	Restrooms, spills
Low-speed floor machine	20" rotary, scrub/buff	1	Hard-floor periodic care
Automatic floor scrubber	17" walk-behind	1	Police, Public Works, Fire hard floors
Carpet extractor	Hot-water extraction (periodic, on PO)	1	Carpeted areas (authorized work)
Biohazard / BBP spill kit	OSHA-compliant, English/Spanish SDS	2	Police (1 on site min.) + 1 spare

E. Supplies, Materials and Chemicals per Building (Specification 3.7.E and 3.31.B)

The product list below is provided by JANI-WORKS at every building and meets or exceeds the City's minimum chemical standard. Floor-finish products meet ASTM D2047 slip-resistance. Safety Data Sheets are maintained on site in both English and Spanish (Specifications 3.7.E and 6.A). Consumable paper products, hand soap, and feminine-hygiene supplies are provided by the City; our technicians keep all dispensers stocked nightly.

Product Type	Use	Applied In
EPA-registered disinfectant / germicide	Hospital-grade, restrooms & high-touch surfaces	All buildings
Neutral floor cleaner / mild detergent	Daily hard-floor mopping	All buildings
Glass & multi-surface cleaner	Glass, mirrors, bright work	All buildings
Carpet spot remover / cleaner	Spot treatment and extraction	Carpeted areas
Graffiti cleaner	Graffiti and marker removal	All buildings (as needed)
Metal cleaner / polish	Restroom bright work and fixtures	All restrooms
Furniture / wood polish	Wood counters, tables, casework	Offices, chambers
Enzyme drain / floor-drain product	Floor-drain maintenance, odor control	Restrooms
Floor finish & stripper (ASTM D2047)	Periodic strip/wax and recoat	Hard-floor areas
Can liners, microfiber cloths, mop heads	Daily consumable cleaning materials	All buildings

1.4 Quality Assurance Plan (Specification 3.28)

Quality is measured, not assumed. Every JANI-WORKS inspection is performed in OrangeQC, a digital inspection platform we have used since 2021. Inspectors score each area against the City's specification on a mobile device, attach date-stamped photos, and generate trend reports the City can view through a client portal. Any deficiency becomes a tracked ticket that is corrected by the next service and documented with a photo.

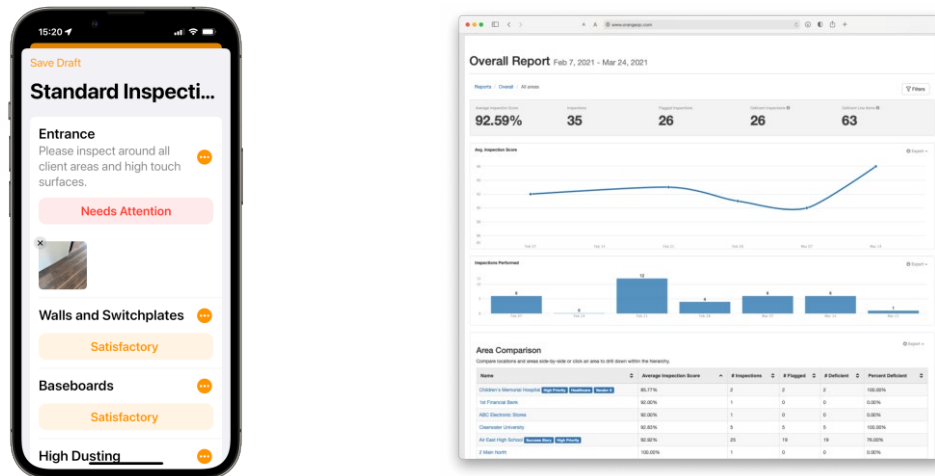


Figure 3: OrangeQC mobile inspection (left) and analytics dashboard (right) used for nightly audits.

Three-Tier Inspection Framework

- **Tier 1** - Nightly self-inspection by the Site Lead against the building checklist before lock-up.
- **Tier 2** - Weekly supervisor inspection by the Contract Supervisor with photo-scored OrangeQC audits.
- **Tier 3** - Monthly joint walk-through with the City's Contract Agent plus a written performance report.

Our Quality Commitment to the City of El Mirage

- A measurable inspection score for every facility, reported monthly.
- Any deficiency corrected by the next scheduled service and documented with a photo.
- A monthly performance report plus a joint walk-through with the City's Contract Agent.
- A single point of contact - Veronica Lujan - reachable for any request or concern.
- A monthly cleaning calendar delivered to the City before the start of each month (Specification 3.28).

1.5 Staffing and Training (Specification 3.29)

Every technician completes a structured hire-to-field-ready pipeline before working unsupervised on City property. Training covers job safety, hazard communication, bloodborne-pathogen cleanup

and disposal, site-specific tours, and floor-care procedures, and all training records are maintained and provided to the City on request.

HIRE-TO-FIELD-READY TRAINING PIPELINE



Figure 4: Hire-to-field-ready training and screening pipeline.

1.6 Safety and Compliance

- Written safety program, Code of Safe Conduct, Hazard Communication Program, and Heat Illness Prevention Program in place; SDS maintained on site in English and Spanish.
- All employees AZ DPS fingerprint-cleared and background-checked before accessing City facilities; no undocumented workers (E-Verify, I-9 compliant).
- OSHA-trained crews; a biohazard kit maintained at the Public Safety building at all times.
- Clean record: no terminations for cause and no litigation in the past five years; EMR documentation available.

1.7 Green and Responsible Cleaning

- HEPA-filtered vacuums and microfiber systems reduce airborne dust and improve indoor air quality.
- Concentrated, correctly-diluted chemicals and EPA-registered disinfectants reduce waste and overuse.
- Recycling is collected and removed to the City's designated areas as part of nightly service.

1.8 Sample Monthly Cleaning Calendar (Specification 3.28.A)

A sample monthly cleaning calendar is shown below. The actual calendar for each facility is delivered to the City's Agent before the start of every month and reflects the City's cleaning specifications and scheduled service days. Shaded weekdays are nightly custodial service; Saturdays cover the Police Department only.

Week	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 1	Nightly	Nightly	Nightly	+Weekly	+Weekly	Police	-
Week 2	+Monthly	Nightly	Nightly	Nightly	+Weekly	Police	-
Week 3	Nightly	Nightly	Nightly	Nightly	+Weekly	Police	-
Week 4	Nightly	Nightly	Nightly	Nightly	+Weekly	Police	-
Week 5*	Nightly	+Qtrly	Nightly	Nightly	+Weekly	Police	-

*Legend: Nightly = full daily custodial routine (trash, restrooms, disinfection, floors, restock). +Weekly (scheduled Fridays) = dust furniture, clean glass both sides, doors and door jambs, white boards, wash patios. +Monthly = wipe wall surfaces, detail high/low areas. +Quarterly = high-dust sprinklers, ventilation grills and ceiling fixtures, HEPA-vacuum overhead vents. *Week 5 occurs in five-week months. Scheduled hard-floor strip/wax (twice per year) and tile machine-scrubbing (annually) are included in the monthly price; carpet hot-water extraction is the only floor task performed separately on the City's written authorization.*

2. SIMILAR PROJECTS

JANI-WORKS has provided custodial and facility services to public entities, county complexes, sports and event venues, and multi-site government operations of comparable size and scope to the City of El Mirage. We currently maintain more than 1.2 million cleanable square feet across 40-plus buildings, with a client retention rate above 90 percent over the past five years and no contract ever terminated for cause.

The three reference projects below were completed or are ongoing within the past 60 months and demonstrate directly relevant municipal and public-facility experience.

Reference 1: Kino Sports Complex (Pima County)

Field	Detail
Organization	Kino Sports Complex, Pima County, Arizona
Contact	Gilbert Wilson [phone/email to be verified at submission]
Address	2500 E. Ajo Way, Tucson, AZ 85713
Services	Daily custodial and janitorial cleaning, day-porter coverage, event cleaning (setup, during, and post-event), restroom maintenance, floor care including carpet extraction and hard-floor strip/wax, window and glass cleaning, exterior power washing, touch-free sanitizing
Contract Period	2026 to present (1-year initial term plus four 1-year renewal options)
Relevance	Large public, multi-building county venue with heavy public traffic, event scheduling, and the full range of custodial and floor-care tasks required by El Mirage

Reference 2: City of Peoria, Arizona

Field	Detail
Organization	City of Peoria, Arizona (municipal government)
Contact	Eric Alejandro [phone/email to be verified at submission]
Address	8401 W Monroe St, Peoria, AZ 85345
Services	Window cleaning and power-washing services for municipal facilities under a competitively awarded city contract (Solicitation P25-0065)
Contract Period	2025 to present (awarded)
Relevance	Direct municipal client demonstrating award under a formal city procurement and performance to City standards and reporting requirements

Reference 3: Pima County - Tres Rios Water Reclamation Campus

Field	Detail
Organization	Pima County, Arizona (county government facilities, including Tres Rios Water Reclamation)
Contact	Eddie Padilla [phone/email to be verified at submission]
Address	7101 N Casa Grande Hwy, Tucson, AZ 85743
Services	Ongoing janitorial services for county government facilities, including administrative and operational buildings at the Tres Rios wastewater reclamation campus
Contract Period	2021 to present
Relevance	Multi-year county government contract at an operational public-works/wastewater campus - closely comparable to El Mirage Public Works and Wastewater buildings

Reference contact phone numbers and email addresses are confirmed with each client immediately prior to submission and will be provided in the City's reference form.

3. PRICE / COST

The pricing below is a complete, all-inclusive monthly and annual price for custodial maintenance of all City of El Mirage facilities under RFP EM26-CMS01. It includes all labor, supervision, cleaning chemicals, equipment, PPE, training, insurance, OrangeQC quality management, and the scheduled hard-floor care required by the scope (strip and refinish twice per year and machine-scrub tile annually). Consumable paper products, hand soap, and feminine-hygiene supplies are provided by the City as described in the RFP.

#	Custodial Service (Building / Group)	Sq Ft	Days/Wk	Price / Month	Price / Year
1	City Hall	9,365	5	\$1,353	\$16,232
2	Senior Center / Court / Customer Service (3 Buildings)	10,734	5	\$1,278	\$15,337
3	Police Department	22,000	6	\$3,066	\$36,793
4	Fire Department (Admin Area Only)	15,000	5	\$1,786	\$21,433
5	Parks and Recreation	5,564	5	\$804	\$9,644
6	Public Works (2 Buildings)	11,570	5	\$1,671	\$20,054
7	Cada Uno	1,925	5	\$522	\$6,267
8	Library	4,392	5	\$714	\$8,568
	TOTAL CUSTODIAL SERVICES	80,550		\$11,194	\$134,327

Additional Services (priced separately, performed only on the City's written authorization)

#	Additional Service	Unit	Price
1	Carpet Cleaning (hot-water extraction)	Per square foot	\$0.14 / SF
2	Window Cleaning - interior & exterior, all buildings (2X / year)	Per year	\$3,900
3	Vacuum Workstation Partitions - all buildings (Quarterly)	Per year	\$1,200

Monthly Investment and Billing

- Total all-inclusive custodial price: \$11,194 per month | \$134,327 per year.
- Invoiced monthly in arrears; payment terms Net 30.
- Included in the monthly price: all labor, supervision, cleaning chemicals and equipment, PPE, training, insurance, OrangeQC quality management, and scheduled hard-floor care (strip and refinish twice per year, tile machine-scrub annually) as required by the scope.
- Provided by the City: consumable paper products, hand soap, and feminine-hygiene machine supplies (our staff keep all dispensers stocked nightly).
- Carpet cleaning, window cleaning, and partition vacuuming are quoted above and performed only on a written purchase order, per Specifications 3.30 and 3.31.

VENDOR CERTIFICATIONS AND ACKNOWLEDGMENTS

By submitting this proposal, B & H General Services, Inc. DBA JANI-WORKS Cleaning & Disinfecting certifies and acknowledges the following:

- **No collusion.** This offer was prepared independently and without collusion or anti-competitive practice.
- **No gratuities.** No gift, gratuity, or thing of value has been or will be offered to any City official or employee.
- **Compliance.** We comply with all federal, state, and City requirements, including non-discrimination, immigration/E-Verify, and applicable AZ statutes referenced in the RFP.
- **Insurance.** We carry General Liability, Automobile, and Workers' Compensation coverage and will provide a certificate of insurance naming the City of El Mirage as an additional insured upon award.
- **No exceptions.** We take no exceptions to the terms and conditions of RFP EM26-CMS01.
- **Authorized signatory.** Harold Valencia Sr., President & CEO, is authorized to bind the company and execute the resulting contract.
- **Award-stage documents.** Upon award we will provide W-9, fingerprint/background clearances, the employee list, and all documents required at the pre-start-up meeting.

JANI-WORKS appreciates the City of El Mirage's consideration and is ready to begin service on the contract start date.

Submitted by:

Harold Valencia Sr., President & CEO

B & H General Services, Inc. DBA JANI-WORKS Cleaning & Disinfecting
(623) 499-9866 | hvalencia@janitorial-works.com