



Department of Public Works
Bid Proposal Packet
Contract Documents & Specifications
for
JANITORIAL SERVICES
FY14/15

**Town of Prescott Valley
Public Works Department
7501 East Civic Circle
Prescott Valley, AZ 86314**

**Phone: (928) 759-3070
Fax: (928) 759-5514**

**Operations Manager
tel.: (928) 759-3089**

Bid Date: May 12, 2014 at 3:30 PM MST

Submit entire document with Bid



**TOWN OF PRESCOTT VALLEY
NOTICE OF INVITATION TO BID**

The Town of Prescott Valley is seeking bids for janitorial services from persons or companies that will provide necessary labor, equipment, materials and supervision to clean the Civic Center at 7501 Civic Circle, the Police Building at 7601 Civic Circle, and the Library building at 7401 Civic Circle. These services include all labor, equipment, materials, supplies, materials, and supervision for cleaning offices, conference rooms, hallways, and entryways (including dusting, trash removal, & dusting blinds); vacuuming, spot cleaning, and shampooing carpets; sweeping, mopping, and waxing hard surface flooring; cleaning, sanitizing, and restocking bathrooms and kitchens; sweep outside entrances (including mats); trash removal; and window washing at the Civic Center (7501 Civic Circle), the Police Building (7601 Civic Circle) and the Library (7401 Civic Circle).

The Bid Packet, including contract documents and specifications, may be obtained from the Prescott Valley Public Works Department, (928) 759-3070.

A mandatory pre-bid conference and tour of the sites will be held on Tuesday, May 6, 2014 at 2:00 p.m. and convene in the Public Works Conference Room – 330 at 7501 E. Civic Circle.

Sealed Bid Proposals will be accepted until 3:30 pm Arizona MST on Monday, May 12, 2014 at the Office of the Town Clerk. Shortly thereafter, the bid proposals will be opened and read aloud. Bid proposals received after the deadline will be returned unopened. Each bid proposal must be accompanied by a certified check, cashiers check or surety bond for ten percent (10%) of the amount of the bid as a guarantee that the successful bidder will enter into a contract to perform the proposal in accordance with the contract documents and specifications.

The Town of Prescott Valley reserves the right to accept or reject any and all bid proposals, or any part thereof, to withhold the award, and waive any informalities deemed in the best interest of the Town. Questions should be directed to the Operations Manager at (928) 759-3089.

Publish for two publications that are at least six, but no more than ten, days apart in the Prescott Daily Courier, Public Notices:

Sunday – April 6, 2014

Sunday – April 13, 2014

**TOWN OF PRESCOTT VALLEY
JANITORIAL SERVICES
BID SPECIFICATIONS/CONTRACT
FY 2014/2015**

General Requirements

1. This contract is for Janitorial Services. These services include all labor, equipment, materials, supplies, materials, and supervision for cleaning offices, conference rooms, hallways, and entryways (including dusting, trash removal, & dusting blinds); vacuuming, spot cleaning, and shampooing carpets; sweeping, mopping, and waxing hard surface flooring; cleaning, sanitizing, and restocking bathrooms and kitchens; sweep outside entrances (including mats); trash removal; and window washing at the Civic Center (7501 Civic Circle), the Police Building (7601 Civic Circle) and the Library (7401 Civic Circle).
2. All bid proposals must be submitted on this entire document titled "**JANITORIAL SERVICES BID SPECIFICATIONS/CONTRACT**" as contained herein, and must be **sealed**, marked "**JANITORIAL SERVICES**", including the Bid Surety, and received at the Office of the Town Clerk prior to the stated bid time and date.

The bid must include all state and local taxes, and any other charges required to provide this service to the Town. Therefore, the bid price for the service shall be the full compensation due the Bidder/Vendor.

3. The successful Bidder/Vendor expressly agrees to abide by all state and federal rules, regulations, and statutes with regard to the transportation, storage, delivery and disposal of material of any kind under this Contract.
4. The Town reserves the right to accept or reject any and all bid proposals, or any part thereof, to withhold the award, and waive any informalities deemed in the best interest of the Town.
5. The successful Bidder/Vendor and all subcontractors shall have a valid Town of Prescott Valley Business License and other applicable and required licenses.
6. To the fullest extent permitted by law, the successful Bidder/Vendor agrees to defend, indemnify and hold harmless the Town, its officers, officials, employees, agents, successors, and assigns, from and against any and all claims, demands, suits, settlements, judgments, losses, costs, expenses, damages, and liabilities of every kind and description (including, without limitation, attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the successful Bidder/Vendor, its officers, officials, employees, agents, and assigns, in the performance or non-performance of this Contract. The successful Bidder/Vendor's duty to defend, hold harmless and indemnify the Town, its officers, officials, employees, agents, successors, and assigns, shall arise in connection with any claims, demands, suits, settlements, judgments, losses, costs, expenses, damages, or liabilities that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by the acts, errors, mistakes, omissions, work or services of the successful Bidder/Vendor, its officers, officials, employees, agents, and assigns, or any other person for whose acts, errors, mistakes, omissions, work or services the successful Bidder/Vendor may be legally liable, in the performance or non-performance of this Contract. Notwithstanding any other provision of this Contract, this Section shall continue in full force and effect beyond any termination of the Contract. The amount and type of insurance coverage requirements set forth hereinafter shall not be construed as limiting the scope of the indemnity in this Section.

7. Without limiting any liabilities or other obligations of the successful Bidder/Vendor hereunder, the successful Bidder/Vendor, at its own expense and prior to commencing with the janitorial services, shall secure and continuously carry with insurers authorized to do business in Arizona and possessing a current A.M. Best, Inc. Rating of A- or better, the following insurance coverage:

A. GENERAL CLAUSES

Additional Insured: The insurance coverage, except Workers' Compensation, required by this contract, shall name the TOWN, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance coverage carried by the TOWN or its employees shall be excess coverage, and not contributory coverage to that provided by the successful Bidder/Vendor.

Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services contemplated hereunder are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the TOWN. In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the successful Bidder/Vendor's work or services contemplated hereunder, as evidenced by annual Certificates of Insurance, and any updates thereof.

Primary Coverage: The successful Bidder/Vendor insurance shall be primary insurance as respects TOWN and any insurance by TOWN shall be in excess of the successful Bidder/Vendor's insurance and shall not contribute to it.

Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranties shall not affect coverage afforded under the policies to protect the TOWN.

Waiver: The policies, except Workers' Compensation, shall contain a waiver of transfer right of recovery (subrogation) against the TOWN, its officers, officials, agents, representatives, directors, officers, employees, successors, and assigns, for any claims arising out of the successful Bidder/Vendor's work or services contemplated hereunder.

Deductible/Retention: The insurance policies may provide coverage which contains deductibles or self insured retentions. Such deductibles and/or self insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The successful Bidder/Vendor shall be solely responsible for deductible and/or self insured retentions and the TOWN, at its option, may require the successful Bidder/Vendor to secure the payment of such deductible or self insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Certificates of Insurance: Prior to commencing with the work or services contemplated hereunder, the successful Bidder/Vendor shall furnish the TOWN with Certificates of Insurance, or formal endorsements, as required by the Contract, issued by successful Bidder/Vendor's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Contract in full force and effect. Such certificates shall identify this Contract by date, and name, "Janitorial Services", and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be send directly to: Town of Prescott Valley, Norm Davis, Public Works Director, 7501 E. Civic Circle, Prescott Valley, AZ 86314.

The Town shall not be obligated to review same or to advise the successful Bidder/Vendor of any deficiencies in such policies and endorsements, and such receipt shall not relieve the successful Bidder/Vendor from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the successful Bidder/Vendor's obligations under this Contract.

Cancellation and Expiration: Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the TOWN.

B. WORKERS' COMPENSATION

The successful Bidder/Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the successful Bidder/Vendor's employees engaged in the performance of the work or services contemplated hereunder, and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any of the work or services contemplated hereunder is subcontracted, the successful Bidder/Vendor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the successful Bidder/Vendor.

C. AUTOMOBILE LIABILITY

The successful Bidder/Vendor shall carry Commercial/ Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence and a \$2,000,000 aggregate including bodily injury and property damage with respect to any of the successful Bidder/Vendor's owned, hired, and non-owned vehicles assigned to or used in performance of the work or services contemplated hereunder. Coverage will be at least as broad as coverage Code 1, "any auto," (Insurance Service Office, Inc. policy form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

D. GENERAL LIABILITY

The successful Bidder/Vendor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc.'s Policy Form CG 000211093 or any update thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20100704, or any update thereof, and shall include coverage for the successful Bidder/Vendor's work or services contemplated hereunder.

8. It is understood that nothing in this Contract is intended to imply that the officers, employees, agents and assigns of the successful Bidder/Vendor would make them officers or employees of the Town. Rather, the successful Bidder/Vendor, its officers, employees, agents and assigns are independent contractors. As such, the successful Bidder/Vendor is solely responsible for collection and payment of applicable federal, state, or local taxes and other charges (including, but not limited to, employment taxes, social security taxes, and payroll and other withholdings), and acquisition and maintenance of required insurance (including, but not limited to, medical and workers' compensation insurance). The successful Bidder/Vendor's officers, employees, agents and assigns shall not be entitled to Town employee benefits. All monies paid to the successful Bidder/Vendor shall be recorded in accordance with the Internal Revenue Code under Form 1099.

9. COMPLIANCE WITH FEDERAL AND STATE LAWS

A. CERTAIN FEDERAL LAWS

The CONTRACTOR understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CONTRACTOR must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

B. STATE AND FEDERAL IMMIGRATION LAWS

Under provisions of A.R.S. § 41-4401, CONTRACTOR hereby warrants to the TOWN that the CONTRACTOR and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "CONTRACTOR Immigration Warranty").

A breach of the CONTRACTOR Immigration Warranty shall constitute a material breach of this Contract and shall subject the CONTRACTOR to penalties up to and including termination of this Contract at the sole discretion of the TOWN.

The TOWN retains the legal right to inspect the papers of any CONTRACTOR or Subcontractors employee who works on this Contract to ensure that the CONTRACTOR or Subcontractor is complying with the CONTRACTOR Immigration Warranty. CONTRACTOR agrees to assist the TOWN in regard to any such inspections.

The TOWN may, at its sole discretion, conduct random verification of the employment records of the CONTRACTOR and any subcontractors to ensure compliance with CONTRACTOR's Immigration Warranty. CONTRACTOR agrees to assist the TOWN in regard to any random verifications performed.

Neither the CONTRACTOR nor any Subcontractor shall be deemed to have materially breached the CONTRACTOR Immigration Warranty if the CONTRACTOR or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the CONTRACTOR enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a CONTRACTOR or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Bid Schedule A:

Janitorial Service Requirements:

- I. The following services are to be provided by the successful Bidder/Vendor at the **Library** and **Yavapai College** building on the following schedule:

GENERAL

Interior and Exterior Window Washing (reachable w/ 6' ladder) . . .	Monthly
Refilling of Paper Products	5 times/week
Traffic Vacuuming	5 times/week
Full Vacuuming	1 time/week
Dusting of Horizontal surfaces (desks, chairs, office equipment, counters, etc.)	5 times/week
Collection and removal of trash and relining of baskets	5 times/week
Spot cleaning of carpets	5 times/week
Spot cleaning of walls, doors, entry glass, wall plates, etc.	5 times/week
Dusting, mopping, sweeping of hard surface floor areas	5 times/week
Sweeping outside entrance ways and sweeping of mats	5 times/week
High/low dusting of areas not in weekly duties	1 time/month
Dusting of blinds	1 time/month
Carpet Shampooing	2 times/annually
Waxing and/or seal of hard surface flooring	2 times/annually
Striping and re wax of hard surface flooring	1 time/annually

BATHROOM AREAS

Cleaning and sanitizing flooring with germicidal disinfectant	5 times/week
Cleaning and sanitizing all bowls, seats, sinks, mirrors and bright work	5 times/week
Refilling all dispensers, i.e. toilet tissue, soap, paper towels, etc.	5 times/week
Collecting and removing trash, breaking down and removal of all boxes	5 times/week
Cleaning vertical surfaces to remove finger marks and smudges.	5 times/week

- II. The following services are to be provided by the successful Bidder/Vendor at the **Civic Center** and **Police Department** building on the following schedule:

GENERAL

Buildings to be secured to include non-cleaning days	5 times/week
Interior and Exterior Window Washing (reachable w/ 6' ladder).	Bi-Monthly
Refilling of Paper Products.	As Needed
Traffic Vacuuming	3 times/week
Full Vacuuming	1 time/week
Dusting of Horizontal surfaces (desks, chairs, office equipment, counters, etc.)	3 times/week
Collection and removal of trash and relining of baskets	3 times/week
Spot cleaning of carpets	3 times/week
Spot cleaning of walls, doors, entry glass, wall plates, etc.	3 times/week
Dusting, mopping, sweeping of hard surface floor areas	3 times/week
Sweeping outside entrance ways and sweeping of mats	3 times/week
High/low dusting of areas not in weekly duties	1 time/month
Dusting of blinds	1 time/month
Carpet Shampooing	1 times/annually
Waxing and/or seal of hard surface flooring	2 times/annually
Striping and re wax of hard surface flooring.	1 times/annually

BATHROOM AREAS

Cleaning and sanitizing flooring with germicidal disinfectant	3 times/week
Cleaning and sanitizing all bowls, seats, sinks, mirrors and	3 times/week
bright work	
Refilling all dispensers, i.e. toilet tissue, soap, paper towels, etc.	3 times/week
Collecting and removing trash, breaking down and removal	3 times/week
of all boxes	
Cleaning vertical surfaces to remove finger marks and smudges.	3 times/week
Maintain 'Blue Cube' and cleaning of urinals per specifications.	3 times/week

PROVISION OF EXPENDABLE SUPPLIES

The Contractor will be responsible for the provision of expendable supplies as follows:

- Quality grade 2-ply toilet paper
- Multi-fold paper towels
- Toilet seat covers
- Anti-bacterial soap
- Sanitary napkin disposal bags
- Plastic trash can liners – various sizes
- Other routine expendable supplies as needed

Proposed Scheduled Cleaning Days:

- Civic Center: Monday, Wednesday, Friday**
- Police Dept: Tuesday, Thursday, Saturday**
- Library: Monday through Friday**

- III. In addition to the above described tasks, the successful Bidder/Vendor must extinguish all unnecessary lights, lock all doors upon exiting a building, and set any security alarms at each location on a shift basis. Bidder/Vendor's employees must wear approved identification badges at all times.
- IV. It is further required that at least one supervisor must be provided by the successful Bidder/Vendor to make at least Bi-weekly inspections of each of the facilities to assure compliance with the requirements of this Contract. The findings of this inspection must be submitted in a written format to the Building Maintenance Supervisor or another designee of the Prescott Valley Facilities Department.
- V. All work under this Contract must be performed during hours that will not disrupt the operations of the building being cleaned.
- VI. Any employee of the successful Bidder/Vendor must submit their driver's license and social security number to the Town for a background check by the Prescott Valley Police Department. The Town reserves the right to reject any proposed employee for work under this Contract, based on a past record that is inconsistent with the Town's Personnel Manual requirements.
- VII. The successful Bidder/Vendor must have a Prescott Valley Business License at the time of selection, and must be bonded for \$100,000.00.
- VIII. Two sets of keys will be made available to the successful Bidder/Vendor for each building at no cost, but duplication is not permitted and would be a basis for Contract termination by the Town without notice.
- IX. The term of this Contract is 12 months from the date of award. The Town reserves the right to extend this Contract at its option for a four-year period beyond this initial term, subject to annual review. At such annual review, the parties would negotiate no more than a 2% escalation or de-escalation of the Contract price for the following 12-month period.

Bid Schedule B:

Janitorial Service Requirements:

This bid item would be for the provision of an additional cleaning of only the Public Access areas of the Civic Center or the Police Department on an individual basis based on special usage outside of the normal for each building and would be requested on a as needed basis by Public Works \ Facilities Maintenance Staff.

This item would be a quick review and cleaning of public areas such as restrooms, atriums, lobbies, parties, public meeting rooms and kitchens, much to the same standards as outlined for the weekly cleanings above. Typical usage would be with advanced scheduling but in case of an emergency situation this could be waived.

Re-stock consumable products used during Special Events.

BID SCHEDULE

Bid Schedule A:

Project: **Janitorial Services 14/15** Name of Bidder: CLEAN TEAM JANITORIAL LLC

Pay Item No.	Approximate Quantity	Unit	Description	Unit Bid Price (monthly Charge)	Amount Bid (Annual Cost)
1.	12	Monthly Charge	Civic Center (Mon., Wed., Fri.)	3,125	37,500
2.	12	Monthly Charge	Police Department (Tues., Thurs., Sat.)	1,875	22,500
3.	12	Monthly Charge	Library\Yavapai College (Mon., Tue., Wed., Thur., Fri)	5,050	60,600
Total:				**BASE BID: 10,050	120,600

**Includes all applicable taxes and license fees

Bid Schedule B:

Project: **Janitorial Services 14/15**

Pay Item No.	Approximate Quantity	Unit	Description	Unit Bid Price
1.	As needed	Per Service	Civic Center	110.00
2.	As needed	Per Service	Library	150.00
3.	As needed	Per Service	Civic Center – all exterior window wash	4,100.00
4.	As needed	Per Service	Library – all exterior window wash	2,700.00

Town Use Only:

Date: 5-12-14

--ACKNOWLEDGEMENT OF RECEIPT--

Town Clerk:

Russell

Witness:

J. Catanzano

Receipt of Addenda No.	Addenda Acknowledgement Date	Initials
1	5/7/2014	GA

The Town of Prescott Valley reserves the right to rescind this Contract upon fifteen (15) calendar days written notice, addressed to the Agent of the successful Bidder/Vendor as listed herein. The acknowledged signature below constitutes the agreement of the successful Bidder/Vendor to comply with each of the requirements herein (including Bidder/Vendor's Bid provisions), and constitutes an understanding that the Notice of Invitation to Bid, Bid Specifications, these Bid provisions, and the Town's Notice of Award constitute a binding Contract between the successful Bidder/Vendor and the Town of Prescott Valley.

Enclosed herewith is a certified or cashier's check, or bid bond, payable to the TOWN OF PRESCOTT VALLEY, in the amount of \$ BID BOND - \$12,060 which is ten percent (10%) of the estimated contract quotations for the total amount bid on all bid schedules. This check or bond is submitted as a guarantee that the undersigned will enter into a contract and furnish the required bond in the event a contract is awarded to the undersigned. The bid security, attached, without endorsement, is to become the property of the TOWN OF PRESCOTT VALLEY in the event that the contract and bonds are not executed within the time set forth as liquidated damages for delay and additional work caused thereby.

The undersigned has carefully checked all the above figures and understands that the TOWN will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

DATED this 8TH Day of MAY, 2014.

Name of Bidder/Vendor: CLEAN TEAM JANITORIAL LLC

Bidder/Vendor's Address: PO BOX 10654, PRESCOTT, AZ 86304

Bidder/Vendor's License Type and Number: PV BUS LIC#-03-02920

Bidder/Vendor's Signature: *Gregg Lindley*

Type or Print Name: GREGG LINDLEY

Phone/Fax: (928 443-5433

State of Arizona)
) §
County of Yavapai)

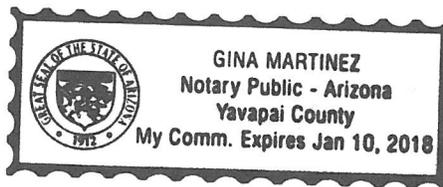
SUBSCRIBED AND SWORN to before me this 8th day of May, 2014

by GREGG LINDLEY SOLE MEMBER MANAGER
(Print - (Name of Owner/Officer/Agent)) *(Title)*

of CLEAN TEAM JANITORIAL LLC a(n) ARIZONA
(Name of Corporation/Company/LLC) *(State or place of incorporation)*

LLC On behalf of said LLC
Write in type: Corporation/Company/LLC, etc. *Write in type: Corporation/Company/LLC*

Gina Martinez
Notary Public
1/10/18
My Commission Expires:



BID SURETY BOND

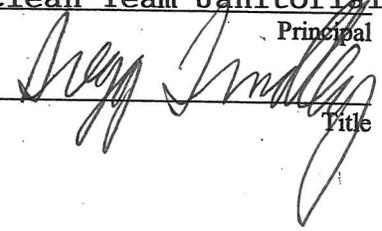
KNOW ALL MEN BY THESE PRESENTS:

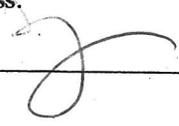
That we, CLEAN TEAM JANITORIAL, LLC, as Principal, (hereinafter called the Principal), and the Auto Owners Ins., a corporation duly organized under the laws of the State of Michigan and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto the Town of Prescott Valley as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the Town of Prescott Valley for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S.

WHEREAS, the said Principal is herewith submitting its bid proposal for The Annual Commercial Cleaning Contract

NOW, THEREFORE, if the Town of Prescott Valley accepts the proposal of the Principal and the Principal enters into a contract with the Town of Prescott Vly in accordance with the terms of the proposal and gives the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Town of Prescott Valley the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect, provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this 6th day of May, A.D., 2014

Clean Team Janitorial, LLC
Principal

Title

Witness:


Auto Owners Ins Co.
Surety

Attorney In-Fact Title

Witness:


DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD138076

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint WILLIAM J CHILSON

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of January, 2014

Kenneth R. Schroeder Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 2nd day of January, 2014 before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st, 2020

Amanda Lamp Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 6th day of May, 2014



William F. Woodbury, Senior Vice President, Secretary and General Counsel

AFFIDAVIT OF NON-COLLUSION

STATE OF ARIZONA)
County of YAVAPAI)§

GREGG LINDLEY, being first duly sworn, deposes and says: THAT
he/she is SOLE MEMBER MANAGER of CLEAN TEAM JANITORIAL LLC
(Position/ Title) (INSERT NAME OF BIDDER)

who submits herewith to the TOWN OF PRESCOTT VALLEY, a bid proposal called JANITORIAL SERVICES.

THAT all statements of fact in such bid proposal are true;

THAT said proposal was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;

THAT said bid proposal is genuine and not collusive or a sham;

THAT said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the TOWN OF PRESCOTT VALLEY or of any bidder or anyone else interested in the proposed Contract; and further,

THAT prior to the public opening and reading of proposal, said bidder:

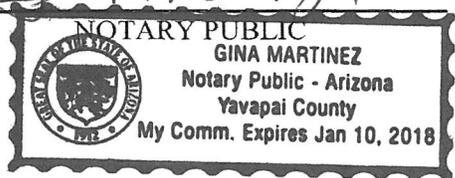
1. did not directly or indirectly induce or solicit anyone else to submit a false or sham bid proposal;
2. did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his/her proposal;
3. did not, in any manner, directly or indirectly seek, by agreement, communication or conference with anyone, to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit, or cost element of his proposal price or of that of anyone else;
4. did not directly or indirectly submit his proposed price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the TOWN OF PRESCOTT VALLEY, or to any person or persons who have a partnership or other financial interests with said bidder in his/her business.

BY: *Gregg Lindley*

STATE OF ARIZONA)
County of YAVAPAI)§

The foregoing instrument was subscribed and sworn to before me this 8th day of May, 2014.

Gina Martinez My Commission Expires: 1/10/14



OWNER:

Town of Prescott Valley, Arizona

Harvey C. Skoog, Mayor

CONTRACTOR:

Clean Team Janitorial, LLC

Contractor Signature

BY: _____
Print Name and Title

ATTEST: Town of Prescott Valley

Diane Russell, Town Clerk

TOWN CLERK
(CORPORATE SEAL)

APPROVED AS TO FORM:

Ivan Legler, Town Attorney