



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 05/16/2017

or Procurement Director Award

Contractor/Vendor Name (DBA): ISS Facility Services, Inc. (Headquarters: Tucson, AZ)

Project Title/Description:

Janitorial Services for Downtown, Outlying A and Outlying B.

Purpose:

Award: Master Agreement MA-PO-17-234. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$3,200,000.00 and includes four (4) one-year renewal options. Administering Department: Facilities Management.

Procurement Method:

Pursuant to Pima County Procurement Code 11.12.020, Competitive Sealed Proposals, Solicitation No. 247199 was conducted. Four (4) proposals were received. Award is to the highest scoring proposal.

PRCUID: 247199

Attachments: Notice of Recommendation for Award and Master Agreement.

Program Goals/Predicted Outcomes:

To provide a source for janitorial services for Pima County facilities.

Public Benefit:

Provide a clean and sanitary environment for County employees and the public.

Metrics Available to Measure Performance:

Quality of work will be reviewed by an authorized County representative. A rating will be given for each inspection resulting in a pass or fail.

Retroactive:

No.

Procure Dept 05/01/17 09:17

Original Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 17-234

Effective Date: 07/01/2017 Termination Date: 06/30/2018 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ 3,200,000.00 Revenue Amount: \$ _____

Funding Source(s): General Fund

Cost to Pima County General Fund: \$3,200,000.00

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

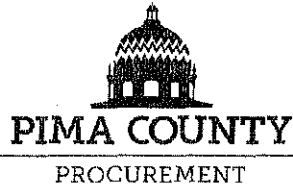
Contact: Meagan Lynch, Commodity Contracts Officer MA 4/20/17 4/20/17

Department: Procurement Telephone: 724-9071

Department Director Signature/Date: _____ 4/21/17

Deputy County Administrator Signature/Date: _____ 4-25-17

County Administrator Signature/Date: _____ 4/25/17
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: April 21, 2017

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation # 247199 for Janitorial Services that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after May 16, 2017.

Award is recommended to the Highest Scoring Respondent.

GROUP	AWARDEE NAME	BID AMOUNT	TOTAL AWARD AMOUNT
1. Downtown Facilities	ISS Facility Services, Inc. dba ISS Facility Services, Inc.	\$1,385,182.26	-
2. Outlying A Facilities (North)	ISS Facility Services, Inc. dba ISS Facility Services, Inc.	\$846,333.13	-
3. Outlying B Facilities (South and West)	ISS Facility Services, Inc. dba ISS Facility Services, Inc.	\$955,005.08	-
	TOTAL	\$3,186,520.47	\$3,200,000.00

OTHER RESPONDENT NAMES

Bio-Janitorial Service, Inc. dba Bio-Janitorial
New Image Building Services LLC
R and N Services, Inc. dba Jani-King of Tucson

Issued by: Meagan Lynch, Commodity Contracts Officer

Telephone Number: 520-724-9071

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov



PIMA COUNTY

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION**

Master Agreement No: 1700000000000000234

MA Version: 1

Page: 1 of 2

Description: Janitorial Services for Downtown, Outlying A and Outlying B

I S S U E R	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	Issued By: MEAGAN LYNCH
	Phone: 5207249071
	Email: Meagan.Lynch@pima.gov

T E R M S	Initiation Date: 07-01-2017
	Expiration Date: 06-30-2018
	NTE Amount: \$3,200,000.00
	Used Amount: \$0.00

V E N D O R	ISS FACILITY SERVICES INC	Contact: HOWARD KORN
	3860 S PALO VERDE STE 308	Phone: 520-514-5422
	TUCSON AZ 85714	Email: howard.korn@us.issworld.com
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
Contract is for an initial term of one (1) year in the not-to-exceed annual award amount of \$3,200,000.00 and includes four (4) one-year renewal options. Attachment: Offer Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 1700000000000000234

MA Version: 1

Page: 2 of 2

Line	Description					
1	Free form Downtown Facilities Service Contract Amt (Not-To-Exceed) 3600000.00			Service From	Service To	
2	Free form Outlying A Facilities Service Contract Amt (Not-To-Exceed) 3600000.00			Service From	Service To	
3	Free form Outlying B Facilities Service Contract Amt (Not-To-Exceed) 3600000.00			Service From	Service To	
4	Extra Services-includes washing exterior ground floor window Discount UOM Unit Price Stock Code VPN MPN 0.0000 % HOUR \$19.31					
5	Extra Services Carpet Cleaning p/sqft Discount UOM Unit Price Stock Code VPN MPN 0.0000 % SQFT \$0.08					
6	Extra Services Hard Floor Strip/Wax p/sqft Discount UOM Unit Price Stock Code VPN MPN 0.0000 % SQFT \$0.17					
7	Minimum Service Charge (special service request call out) Discount UOM Unit Price Stock Code VPN MPN 0.0000 % EA \$50.00					
8	Power Wash of sidewalk p/job sm up to 1000 sq ft Discount UOM Unit Price Stock Code VPN MPN 0.0000 % EA \$50.00					
9	Power Wash of sidewalk p/job mdm up to 2500 sq ft Discount UOM Unit Price Stock Code VPN MPN 0.0000 % EA \$75.00					
10	Power Wash sidewalk p/job lrg over 2500 - 4000 sq ft Discount UOM Unit Price Stock Code VPN MPN 0.0000 % EA \$125.00					
11	Complete cleaning of chairs per chair Discount UOM Unit Price Stock Code VPN MPN 0.0000 % EA \$3.00					
12	Power Wash for El Presidio Garage Discount UOM Unit Price Stock Code VPN MPN 0.0000 % EA \$8,105.72					
13	Power Wash for A' and B' level at Downtown complex Discount UOM Unit Price Stock Code VPN MPN 0.0000 % EA \$7,968.42					
14	Power Wash for Public Works Garage Discount UOM Unit Price Stock Code VPN MPN 0.0000 % EA \$9,065.15					
15	Power Wash for B of A Garage Discount UOM Unit Price Stock Code VPN MPN 0.0000 % EA \$545.52					
16	Power Wash for Legal Services Garage Discount UOM Unit Price Stock Code VPN MPN 0.0000 % EA \$1,603.20					
17	Power Wash for County Services Garage Discount UOM Unit Price Stock Code VPN MPN 0.0000 % EA \$8,470.00					
18	Power Wash for County Services Entry and Park area Discount UOM Unit Price Stock Code VPN MPN 0.0000 % EA \$230.40					

EXHIBIT A: OFFER AGREEMENT**1. INTENT:**

This document is intended to establish an **Indefinite Delivery/Indefinite Quantity (IDIQ)** "Master Agreement (MA)" contract to provide Pima County ("County") with such quantities of **Janitorial Services** as County may order on an "as required" basis by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions this contract is non-exclusive and may be terminated for any reason without penalty or cost to County.

This is intended to establish three (3) contracts for the Pima County Department of Facilities Management to provide janitorial services according to the following Groups:

- Group 1: Downtown Facilities
- Group 2: Outlying "A" Facilities
- Group 3: Outlying "B" Facilities

You may submit a proposal for any or all of the aforementioned Groups. The County makes no guarantee regarding the actual amount of work performed pursuant to a resulting contract.

All Goods and Services proposed or provided pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda*, *Instructions to Offerors*, *Standard Terms and Conditions* and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This contract may be modified, amended, altered or extended only by written consent by the parties.

2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:

The initial term of the contract will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties as follows:

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA), document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the amendment will be binding upon the parties, effective on the date of issuance.

3. PRODUCT OR SERVICE REQUIREMENTS & SCOPE:

THE FOLLOWING SPECIFICATIONS APPLY TO ALL COUNTY FACILITIES UNLESS NOTED

To provide a source for janitorial services for three groups of Pima County facilities known as Downtown, Outlying A (North) and Outlying B (South and West). This is a cost per service/cleaning contract, based on the specifications below. This is not a cost per hour contract. Cleanable area of the facility is given in approximate square feet. Approximation is based on net cleanable floor square footage, not the gross square footage of the building. Contractor will adhere strictly to the specifications, technical provisions and standards of this contract. Lack of adherence to these specifications shall be grounds for cancellation of the contract.

This is a one hundred percent (100%) performance contract, requiring cleaning services to be performed to the total expectations of the specifications without regard to the number of custodians/hours needed to perform these contract specifications. County is requiring that the Contractor adhere to the specifications set forth, and perform the requirements with expertise, knowledge, and capability with minimal monitoring by the County. The Contractor shall perform custodial services for the Pima County Facilities Management Department at multiple sites, and shall provide the necessary personnel, cleaning supplies, paper products, and equipment to clean the specified sites in accordance with the contract requirements.

3.1 JANITORIAL SPECIFICATIONS AND REQUIREMENTS

EQUIPMENT AND MATERIALS MUST MEET SPECIFICATIONS

The Contractor shall provide the cleaning equipment specified in this contract. The cleaning equipment and product specifications and standards of performance listed shall be considered as the minimum cleaning equipment and product specifications and standard of performance required to perform acceptable services at the facilities listed. It is not the County's intent to require a specific brand of product; however, the Contractor shall provide environmentally preferred cleaning products as required in 3.6 Environmentally Preferred Products. The County reserves the right to require the Contractor to use cleaning materials conforming to the specifications listed and if the Contractor's cleaning products do not, in the County's opinion, provide effective sanitation and/or cleanliness of the facilities the Contractor will change the products to the satisfaction of the County.

CONTRACTOR TO FURNISH MATERIALS

The Contractor will furnish all cleaners, disinfectants, waxes, stripping materials, wastebasket liners, and any other products required to provide the cleaning services specified herein. The County reserves the right to alter product if that being used by the Contractor shall prove inadequate for County needs. The Contractor may install his own choice of toilet paper dispensers, paper towel dispensers, and soap dispensers at his own cost or use those provided by the County.

CONTRACTOR TO FURNISH SUPPLIES

The Contractor will provide the trash bags, paper towels, toilet tissue, toilet seat covers, and hand soaps. The Contractor shall fill dispensers.

SCHEDULE DEVELOPMENT

The County will work in partnership with the Contractor to develop a working schedule to perform the janitorial services prescribed herein in an efficient and cost saving manner for both parties. The Contractor shall be responsible for the scheduling of the cleaning requirements specified herein. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day procedures of each County facility. The County reserves the right to approve and make suggested changes to the schedule set up by the Contractor. The specific cleaning requirements specified establish the minimum cleaning requirements. It is expressly understood by the Contractor that the intent of this contract is to supply the complete custodial services for each facility listed.

3.1.1 SCHEDULED AND PERIODIC WORK SCHEDULES

Contractor shall submit complete work schedules as follows:

One (1) for daily, weekly, monthly scheduled tasks and one (1) for all periodic work (floor waxing, carpet cleaning, power washing, etc.). Schedules shall be for each service location and cover one year of service and shall be submitted to the Facilities Management Department, 150 West Congress Street, Tucson, Arizona 85701. Contractor shall notify the Facilities Management Department at least one week in advance of any required schedule changes in order to provide adequate time to notify respective facilities. Daily, weekly, monthly scheduled task schedules will be posted in janitors' closet at each building.

3.1.2 FLOOR MAINTENANCE

Regular floor maintenance that includes spray wax, buffing, machine scrubbing, and warm water extraction, etc. is to be performed according to a yearly schedule as outlined in Exhibit D: Unit Prices at no additional cost to the County. However, there are certain high traffic areas that will require more frequent cleaning than general areas and this must be reflected in floor maintenance practices and may require some additional cleanings. These additional cleanings shall be at no additional cost to the County if the County determines that insufficient floor care has contributed to the need. Otherwise the additional cleaning will be at the contracted price in Exhibit D: Unit Prices. The Contractor is to provide the County with a floor schedule for hard and carpeted floor areas for all buildings for the year. Updates to the floor schedule must be issued to the County a week in advance of any changes. New hard surface floors are to be cleaned, sealed, waxed, buffed as part of this schedule at no additional cost to the County unless the service constitutes an additional service beyond that defined in Exhibit D: Unit Prices.

3.1.3 SERVICE QUALITY AND FREQUENCY

Pima County is to be the sole judge of said quality and required frequency of services provided herewith. The Director of Facilities Management or authorized representative may:

- Stop work when deemed necessary.
- Reject any or all work and/or materials which do not meet contract standards and require the work be redone.
- When the need may arise, to direct the work crew Supervisor to any portion of the required work which may need attention.
- Decide questions and give directions in the execution of the work.
- Whenever any of the above actions are necessary, the Director or authorized representative will work through and cooperate with the Contractor's supervisors.

3.1.4 OPTIMUM STAFFING

Each facility shall be staffed to maintain optimum conditions of cleanliness. If the level of cleaning at any time is considered to be unacceptable to Pima County, then the Contractor will be required to increase staff or take whatever measures are required at no additional charge. If a building's condition has been allowed to deteriorate due to inadequate cleaning it is expected that measures will be taken immediately to bring the building back to acceptable standards.

3.1.5 DAY PORTERS

Day Porters duties will be performed in the day and their responsibilities will be determined by the events of the day (on call). Normal daily routines will include cleaning restrooms, breakrooms, floors, emptying trash, removing recycling materials, dusting, and general cleaning. Day porter work is to be done in addition to the normally scheduled work and not as a substitute for it.

Day Porter's must look neat and clean at all times and must be polite to all County employees and members of the Public. Day Porters will not interrupt other County work and must coordinate their efforts with other County departments. Contractor will provide Day Porters for all County facilities that require them. Exhibit D: Unit Prices lists the current Day Porter Requirements.

3.1.6 NEW BUILDINGS AND SPACES

When the County introduces a new building, floor or space to the contract the Contractor will provide a quote for services in line with current pricing assumed to be approximate to other buildings with the same square footage and service level. The initial cleaning, sealing, waxing and buffing of hard surface floors will not constitute a special charge but will be considered the first instance of the yearly floor maintenance schedule. Any other initial special cleaning (vacuuming, wiping surfaces, etc.) may be charged at the hourly rate in Exhibit D: Unit Prices.

3.2 CLEANING STANDARDS AND SCHEDULE (Groups 1-3)

The following standards shall be used by the Facilities Management Contracts Services Specialist in evaluating custodial service.

3.2.1 QUALITY STANDARDS & DEFINITIONS

Asbestos

This provision serves notice to Contractor of the existence of asbestos on various floors in various Pima County facilities. Floors must be cleaned in accordance with the requirements for cleaning asbestos tile (i.e. do not in any way disturb the tile, jar them loose). If tile is found to be loose notify Pima County Facilities Management.

Ash Trays

Pima County does not permit smoking on County Property. There should be no ashtrays at any County site.

Baby Changing Stations

Bathrooms with Baby Changing stations will be wiped clean with disinfectant daily.

Buffing of Finished Floor Surfaces

All references to "buffing" in this work specification shall mean "burnishing." Polymer floor finish shall be thoroughly dry before burnishing. A burnishing machine shall be used and woodwork, baseboards, walls, and furniture shall not be marred or discolored by the burnishing equipment or materials used. All finished floor areas will be buffed sufficiently for maximum gloss, removal of surface dirt and have a uniform appearance. Only non-skid or approved floor finishes will be used. After buffing the floor must be swept clean of burnishing dust. Propane operated machines may be used in some County buildings if properly maintained and deemed safe by Facilities Management. Before using propane equipment seek County approval.

Chair Cleaning

Locate the upholstery label on newer fabric chairs. You can usually find this under the cushion of your fabric chair. Clean a chair with the code "W" by vacuuming the chair using a soft brush attachment. Use water-based foam cleaners to spot clean your chair. With a soft brush, rub the foam upholstery shampoo into the stain in a circular motion. Vacuum again when the fabric has dried. Tidy a chair with the code "S" by vacuuming it often to keep dust at a minimum. Clean small stains with dry cleaning upholstery products only. This solvent contains carbon tetrachloride, which should never be handled by children or without protective gloves. If the chair has many stains in the fabric do not over saturate with chemicals. Cleanse a chair with the combination code of "W-S" in the same manner. Clean chairs that have a code "X"; label by vacuuming only. Liquid or foam cleansers may shrink or discolor your fabric. Avoid using any liquids on a code "X" chair. Care for chairs that have no labels cautiously. It is safe to vacuum most any chair. Remove the cushions and use the nozzle attachment on your vacuum cleaner to suck out debris from inside the chair.

Cleaning/Sweeping Cloths

Once a cleaning or sweeping cloth has been filled to the point of dirt and/or dust falling off or failing to adhere to the cloth, the cloth shall be considered saturated. No dust extraction of cloths will be permitted. No shaking of cloth in any manner or location for the purpose of removing accumulated dirt or dust, or with the intent of reuse or further use of the cloth will be permitted.

Clean Water

When wet mopping corridors, both mop and rinse water should be changed frequently, whenever it becomes too dirty to be effective for cleaning.

Damp Mopping

A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks debris or standing water. A two bucket system should be used when mopping with soap or disinfectant.

Disinfectant

All mop water used in the process of wet mopping or scrubbing throughout the entire building shall contain a phenolic disinfectant, and disinfectant shall be mixed in the proportions and dilutions required by manufacturer. At no time shall a disinfectant be mixed in a solution containing a detergent or soap solution. Where it is necessary to use detergents and soap solutions to obtain satisfactory cleaning results, then the specified disinfectant will be applied in the rinsing solution.

Dispensers

All dispensers, including sanitary napkin dispensers currently installed in Pima County buildings are the property of Pima County. If Contractor wishes these replaced, the replacement will be done at the cost and expense of Contractor. Upon written request from Contractor to the Facilities Management Director, and prior to installation, Facilities Management will inspect and approve or disapprove the dispensers proposed to be used. It is clearly understood that upon installation of new dispensers, all such equipment, when installed, shall become the undisputed property of Pima County. All installations will be done per ADA requirement and without damaging County property. Dispensers should be wiped daily with disinfectant.

Drains

All Drains are to be kept thoroughly clean and odor free at all times by using enzymes. Floor drains must have a capful of enzymes poured down them daily. If a drain is plugged or draining slowly it should be reported to County.

Drinking Fountains

Clean and polish drinking fountains, removing all calcium and water residue from top, mouthpiece and sides. Spot clean adjacent walls and floor from water splash.

Dusting

A properly dusted surface is free of all dirt and dust, streaks, lint, and cobwebs. Dusting will be accomplished with properly treated cloths. No dry dusting is permitted. Wipe clean all tables, counters, and shelves as well as the tops of cubicles, door jambs, files and other open surfaces.

Emergency Cleanings

See Spills, Accidents, Emergency Cleanings in this section.

Encapsulation Carpet Cleaning

This dry foam method may be used to clean carpets but should not be used exclusively and should only be performed by experienced, trained personnel.

Extraction Carpet Cleaning

This process consists of spraying a solution of hot water and detergent into the carpet pile and recovering the water and soil with a powerful vacuum into a holding tank. Stains in carpets will typically need to be pretreated with stain remover and brush scrubbing. Care must be taken not to use a solution that will bleach the carpet or cause it to discolor. Care must be taken not to put down too much liquid that extends drying time. Carpets must be dried before the start of the next business day which may require the use of fans or blowers.

Floor Finish Removal (Stripping)

Removal is accomplished when surfaces have all finish removed down to the flooring materials, are free of all dirt, stains, deposits, debris, cleaning solution and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pick-up must follow finish removal operation immediately.

Finished Floor (Application)

A floor is satisfactorily finished when all old wax is completely removed, including in corners and along edges and sufficient coats of sealer and wax are properly applied with enough drying time between each coat to assure no streaking, bubbling, or yellowing. The sealer and wax used shall meet the floor manufacturer's specifications.

Glass Cleaning

Glass is clean when all glass surfaces are without streaks, film, deposits and stains, and have a uniformly bright appearance and adjacent surfaces have been wiped clean.

Hard Surfaces Floor Finishing

This task includes stripping, refinishing and/or re-waxing of the hard surfaced floors and shall be performed separately from and in addition to the daily required worker-hours. The Contractor shall coordinate the schedule of this task with the Facilities Management Contract Services Specialist and the staff at each site. All old wax buildup, especially in corners and along baseboards must be removed. A floor is satisfactorily finished when all old wax has been completely removed, and sufficient coats of sealer and wax have been applied with enough drying time between each coat to assure no streaking, bubbling and yellowing. This will include all vinyl and baseboard areas. After waxing the floor must be buffed but not before 24 hours have passed.

High Traffic Areas

Areas such as elevator lobbies, front entry ways, heavily traveled corridors, service desks, conference rooms and all other high use locations within a building that require more frequent cleaning than the standard. The Contractor and the County will work together to determine the scope of these areas and the Contractor will provide extra floor work as required at no cost to the County.

Locking Doors

Contractor's employees entering or leaving the building after hours shall make sure the doors to the facility are locked at all times. They shall be alert upon entering and leaving buildings to ensure that no unauthorized persons are waiting to gain access to the building. Doors shall not be unlocked for anyone at any time, or for any reason. While cleaning buildings, janitor and storage closet doors shall be locked at all times. When cleaning offices interior doors that are found locked should be locked again after cleaning. Those that are found unlocked should remain unlocked.

Mats & Inclement Weather

Many County buildings have walk off mats at entry ways. These mats must be vacuumed or shaken out daily. During inclement weather, additional mats may be placed at building entrances. Contractor's staff will be responsible for

removing, cleaning and storing County's mats following use. Day Porters must pay extra attention to entryways during inclement weather and keep the areas dry and clean.

Metal Cleaning

All cleaned metal surfaces should be without deposits or tarnish and with a uniformly bright appearance. The cleaner used is to be removed from adjacent surfaces. Clean and polish all bright work/metal trim removing fingerprints, smudges, water and other marks.

Mopping and Scrubbing

Sweep/dry mop non-carpeted floors, including stairs and landings. Damp mop floors with clean water and solutions required by manufacturer's standards. Remove all foreign substances such as gum or tar. Maximum care will be taken by the Contractor on a daily basis to maintain the highest quality appearance of hard surface floors. String-type mops shall be used to remove dirt and stains that cannot be removed by sweeping or vacuuming. Mild neutral soap solution conforming to the appropriate specifications shall be used as agents to remove the dirt where clear clean water is not sufficient. Floors shall be rinsed clean to remove any soap residue and any dingy or cloudy appearance. Rinse water shall be dried to prevent any standing water from being absorbed into the floor material or seeping into seams of floor coverings. Mop water splashed on baseboards, walls, doors, furniture, and equipment shall be removed immediately. All floors shall be maintained free of black shoe sole scuff marks. Where mopping is on tile or bare concrete floors, sufficient water shall be used to flood the entire floor surface and float any dirt and accumulated waste from the depressions in the flooring. Such mop water shall be removed from the floor surface with the aid of mechanical vacuum equipment. Such floor surfaces shall likewise be scrubbed with a stiff brush and water, with or without detergent as required. Scrubbing shall be such that all joints are left clean and uniformly colored and free and clear of all accumulated waste. All scrubbing and rinse water shall be removed from floor surfaces by only mechanical vacuum equipment, followed, if necessary, by damp mopping.

Preparation for Floor work

All moveable fixtures, furniture, floor mats and equipment such as desks, chairs, and miscellaneous items on rollers, excluding file cabinets, bookcases, and similar heavy items, shall be moved prior to the application of floor finish and buffing operations and then be replaced to original location. No item will be placed closer than three (3) inches to walls.

Pressure Washing

The Contractor shall use a high-pressure sprayer/washer and hot water, degreaser, bio gradable detergent, or chemical treatment in conjunction with scraper, brushes, etc. to remove gum, grease, oil, and other substances stuck to ceilings, concrete floors, walls, overhangs, walkways, rails, pipes, signs, elevator landings, etc. The objective is to remove as much debris and staining as possible without using harsh chemicals.

Plumbing Fixtures and Dispenser Cleaning

Plumbing fixtures and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor or stains.

Recycling

Recycling containers should be emptied from offices on the same schedule as trash containers taking care to keep the recycling separate from the trash. Some County buildings have recycling dumpsters where the recycling materials can be placed. Other County buildings use recycling totes (large green plastic containers with lids) where recycling is to be placed. In the downtown area janitors are responsible for exchanging full recycling totes weekly and on request.

Scrubbing (see mopping and scrubbing)

Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks and standing water and floor has a uniformly clean appearance. A plain water rinse must immediately follow the scrubbing process.

Signage for Safety

Areas with the potential for slip and fall accidents, such as areas where floor care is in progress or spills have occurred, or are being cleaned up, shall be marked and access to that area blocked to foot traffic. Vendor provided caution signs shall be used as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the County. Caution signs must be used during each scheduled cleaning and the area marked and cordoned off with plastic chains connecting the signs. Signs shall be made of rugged plastic, bright color for easy viewing and hinged at top.

Spills, Accidents, Emergency Cleanings

The Contractor will provide emergency pickup of spillage and other similar minor accidents whether personnel are on site at the time of the occurrence or if personnel must drive directly to the site. Cleaning of Blood Borne Pathogens must be done according to OSHA regulations. Response time to special emergency cleanings is expected to be within 90 minutes of first contact, every day of the week, 8 am to 5 pm. After hours emergency cleanings should be responded to within 2 hours of first contact.

Spot Cleaning

Spot clean all hard surface walls of fingerprints, dust, soil, gum, etc., using clean water or solutions required by manufacturer's standards. Maximum care will be taken by Contractor on a daily basis to maintain the highest quality appearance of hard surface walls. A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks. Spot clean all interior glass in doors and side glass. Spot clean light switches. Remove fingerprints from switches and adjacent wall. Clean both sides of all handles, push plates and kick plates.

Spot Cleaning Carpets

A carpet adequately spot cleaned is free of all stains, deposits, gum, and spills. Care will be taken to use a product that will not harm the carpet fibers and is in accordance with the manufacturer's maintenance guidelines. Carpets are not to be bonnet cleaned unless specifically requested by Facilities' Management. Spot cleaning of carpets should occur as frequently as necessary to reduce carpet spotting.

Sweeping/Vacuuming

A properly swept floor is free of all dirt, grit, lint and debris, except embedded dirt and grit. Sweeping shall be done in such a manner that no dust is raised. No dust streaks remain, and no dust shall be allowed to remain in the corner, behind doors or furniture, or under furniture, or on stair treads, risers and walls. A properly vacuumed carpet must have dust, lint, dirt and debris removed from within the pile of the carpet as well as the surface. Straw brooms may be used only in sweeping exterior surfaces. Baseboards, doors, walls, furniture and equipment shall not be disfigured, scarred, or damaged by being struck or scraped with sweeping brushes, mops or other equipment. All debris shall be removed to receptacles provided for this purpose outside of the building. All accumulated debris from sweeping shall be removed from the floor surfaces immediately to prevent the tracking of this accumulated waste back into previously cleaned areas. A properly swept/vacuumed floor is completely free of all dirt, grit, dust, lint, and dead bugs, staples, paper clips, or any other debris. Vacuuming must be done with a beater bar vacuum. Detail clean/polish all threshold plates and elevator tracks removing soil.

Trash

Empty all trash receptacles, spot clean, and replace liners as required. Includes recycling containers. Remove all trash and refuse to designated areas.

Trash Enclosures

Many County sites have enclosures for their trash and recycling dumpsters. These areas need to be kept free of debris through weekly sweeping. Contractor should report any misuse of these areas to Facilities Management.

Vacuum Filters

Vacuums must use HEPA filters that are individually DOP tested and certified. Additionally, they must meet American National Standards Institute (ANSI) standards Z9.2-1971. High efficiency particulate filters (HEPA) are tested using monodisperse 0.3 micron (um) mass median aerodynamic diameter (MMAD) dioctylphthalate (DOP) aerosol with a maximum acceptable aerosol penetration of 0.03 percent of the challenge concentration.

Wall Washing

After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment the wall will have a uniformly clean appearance, free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film streaks and deposits.

Water Fountains

Once a month spray descaler directly onto the drinking fountain. Descalers remove rust, calcium and lime deposits from aluminum without damaging the surface. Leave the descaler on for the amount of time indicated in the manufacturer's instructions. Use damp paper towels to wipe away the descaler. Spray a disinfectant cleaner onto the entire drinking fountain. Make sure to spray directly into the drinking mouthpiece and surrounding areas. Allow the disinfectant to sit for a minimum of 10 minutes. Spray a grout brush with disinfectant. Use the brush to thoroughly scrub the inside of the drinking

mouthpiece. After scrubbing, run water through the mouthpiece to clear out the disinfectant. Spray another coat of disinfectant onto the grout brush. Use the brush to scrub the grate covering the drain. Make sure to also scrub around the edge of the grate since mold and mildew can accumulate in this area. Use damp paper towels to wipe the disinfectant off the fountain. Continue to do this until there is no residue left. Run water through the mouthpiece for two minutes. This will wash out any leftover disinfectant. Once the disinfectant is removed, the drinking fountain is ready for use.

Waterless Urinals-Downtown

The County uses Sloan/Falcon cartridges in the waterless urinals found in many County buildings. In addition to the cartridge a product called ecoblue is used to improve odor control and prolong the life of the cartridge. Janitors are responsible for replacing the ecoblue cube as it disintegrates. The urinals must be cleaned daily using the ecoblue cleaning method that requires use of the ecoblue booster fluid and flushing the cartridge with cold water. In addition, the cartridge must be removed and cleaned weekly, and the pipes below the cartridge scrubbed with a bottlebrush and flushed with five gallons of cold water. If the cartridge is plugged the Contractor must report this to Facilities Management so it can be replaced. All janitors cleaning waterless urinals must receive training on the ecoblue cleaning procedure. The County will supply cartridges, ecoblue cubes and booster.

Waterless Urinals- Outlying A and B

The County uses Sloan/Falcon cartridges in the waterless urinals found in many County buildings. These cartridges use a blue liquid to form a seal that prevents odors from rising. The urinals must be cleaned daily using a cleaning enzyme that will not affect the blue liquid. The urinals must be wiped cleaned with a urinal mop that cannot be used for any other purpose. Water is not to be poured into the urinals for any reason. If the cartridge begins to make a strong odor, is draining slowly, or the blue liquid begins to pool up in the cartridge top, then it needs to be replaced. The janitors will need to tell their supervisors when this occurs so the supervisor will in turn notify the County. The County maintenance staff will replace the cartridges.

3.2.2 SITES AND SCHEDULE FREQUENCY (STANDARD SERVICE)

A. DAILY TASKS- BREAK ROOMS AND KITCHENS

1. Wipe clean and sanitize all counter tops, refrigerators (exterior), tables, chairs, cabinets (exterior), coffee makers (exterior), vending machines, microwave ovens (exterior), exterior of all trash receptacles, soap and paper towel dispensers.
2. Clean, polish and sanitize all surfaces of sink with disinfectant, wiping excess liquid off of faucet and adjacent walls. Polish all.
3. Sweep between and around vending machines, refrigerators, cabinets, etc.
4. Sweep and wet mop with disinfectant non-carpeted floors.
5. Spot clean walls.
6. Spot clean carpets removing stains, deposits, gum, spills. No bonnet cleaning is to be done unless specified by the Facilities Management.

B. DAILY TASKS- RESTROOMS AND HIGH TRAFFIC AREAS

1. Sweep, then wet mop floors with disinfectant 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. Spot vacuum areas with carpet as necessary.
2. Disinfect all surfaces including light switches basins, bowls, baby changing stations, toilet seats, and urinals with disinfectant, 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.

4. Wash and polish mirror, basin, shelves/counters, bright work, soap dispensers, piping and push plates on doors. Make sure there is no residue build-up anywhere on bright work.
5. Spot clean, doors and walls.
6. Thoroughly clean restroom ceramic tile walls removing streaks, smudges and graffiti. Maximum care will be taken to prevent staining to wall tile and grout.
7. Waste receptacles are to be emptied, spot cleaned and liners, provided by Contractor, replaced. Trash is to be removed to pre-designated areas.
8. Showers are to be completely cleaned with disinfectant and free of soap and water residue build up anywhere. If showers are not in daily use this may be done following the frequency of use but at least once a week.
9. Fill floor drains with water and a capful of enzyme bacterial product daily. Wash all restroom partitions on both sides, including doors, hinges, and partition seams.
10. Downtown waterless urinals flush cartridge with cold water, spray down urinal with ecoblue booster, mop clean. Outlying A and B waterless urinals, mops clean daily and spray with enzyme cleaner.

C. WEEKLY TASKS – ALL AREAS

1. Corners and edges of floors will be swept or vacuumed to remove all dirt and dust.
2. Thoroughly dust all chair and table legs and baseboards.
3. Wipe clean all baseboards upon completion of once weekly floor treatment.
4. Thoroughly dust with treated cloth window frames and sills.
5. Dust high and low fixtures.
6. Ensure all walls and corners are free of cobwebs.
7. Clean custodian closet/storage areas to include washing sink, dust mop and wet mop floor, restocking supplies and equipment.
8. Floor mats - remove gum and spots, wash with mild detergent/soap, rinse or extract, and let dry before placing back on floor. Rotate location of like floor mats when replacing after weekly cleaning.
9. Remove lint, dirt and gum from fabric chairs and couches. Spot clean, dust all wall, ceiling, and floor vents. Dust, wipe clean non-fabric chairs.
10. Vacuum entire carpeted area (wall to wall) beyond normal traffic lanes once weekly, includes under and around all furniture. Care shall be taken not to bang walls when moving furniture. Vacuum must be beater brush type.
11. Clean and sweep refuse container area.
12. Twice weekly remove trash (Mon.&Thurs or Tues.& Friday). Sites with 3 day trash normally require Saturday.
13. Thoroughly clean all inside glass up to 8 ft. and outside glass at entryways.
14. Wipe down elevator doors, buttons and handrails.
15. Wipe down drinking fountains using disinfectant.
16. Clean thresholds, doorways and elevators.

17. Downtown - Remove cartridge in waterless urinals, scrub pipe with brush, flush pipe with warm water, spray area with ecoblue booster, clean and replace cartridge. Add ecoblue cubes as needed.

D. MONTHLY TASKS – ALL AREAS

1. Thoroughly vacuum all upholstered furniture.
2. Thoroughly clean all wall, ceiling and floor vents.
3. Spot clean baseboards, removing heel marks and soil
4. Clean interior glass surfaces.
5. Machine scrub ceramic tile floors (all Restrooms)
6. Buff/polish non-carpeted floors as required by manufacturer's standards to retain a uniform, bright appearance. Attention will be paid to edges, corners, and behind doors. At all times, the Contractor will use non-slip floor finishes and sweep after buffing
7. Clean and disinfect all water fountains, removing lime deposits.

E. QUARTERLY TASKS

1. Provide warm water extraction cleaning of all library carpeted areas. At other facilities as needed in high traffic areas or high use area where carpet is extremely soiled, including frequently used conference rooms. Work should be scheduled with Pima County Facilities to provide proper notification to tenants.

F. TWICE ANNUAL TASKS (EVERY SIX MONTHS)

1. Strip hard surface floors and refinish with sealer and floor polish, in accordance with 3.2.1 (Hard Surface Floor Finishing) of these specifications. The floors are to be buffed after waxing. Provide a schedule to Pima County.
2. Warm-water extract carpeted areas. Provide a schedule to Pima County. Must provide adequate time for drying, use fans to speed the process. Encapsulation may be used once a year.

3.2.3 ON DEMAND TASKS

1. Power wash and make clean outside entryways for County sites.
2. Clean exterior glass on ground floors for County sites.
3. Dust heater/HVAC vents, cobwebs, and other ceiling dust using extenders up to 12 ft.
4. Clean fabric chairs, sofas.
5. Additional Warm water extraction cleaning of carpets.
6. Additional strip, wax, sealing of hard floors.

3.2.4 SITES AND SCHEDULED FREQUENCY (FULL SERVICE)

1. Kitchens, Breakrooms, Bathrooms, and High Traffic Areas done daily as 3.2.2 A and B
2. Weekly tasks listed in 3.2.2 C will be done twice weekly except; vacuuming done daily, hard surface floors will be swept and mopped, trash taken out daily.
3. Monthly tasks same as 3.2.2 D, except some floors may require additional buffing as needed.

4. Quarterly tasks same as 3.2.2 E.

5. Twice Annual tasks same as 3.2.2 F.

General cleaning requirements specified herein shall be performed at each facility as noted in Exhibit D: Unit Prices. All floor work, including stripping and waxing, spray buffing, carpet encapsulation, and warm water extraction, is included in the monthly pricing. It is the responsibility of the Contractor to schedule all work. All schedules to be approved by the County's representative.

3.3 CONTRACTOR'S REQUIREMENTS

3.3.1 CONTRACTOR'S EMPLOYEES

A. EMPLOYEE INFORMATION

The Contractor shall submit a current list of the names, addresses and verification of background check done by your vendor of all employees who will perform work under this contract. Changes in the employment list shall be reported to the County no less than twenty-four (24) hours before the changes become effective. Said list and changes are to be submitted to the Facilities Management Department, Support Services Manager, 150 West Congress Street, Tucson Arizona 85701.

B. EMPLOYEE TRAINING (see further under 3.3.4 J)

The Contractor shall provide appropriate training for employees prior to the beginning of service under this Contract to ensure competent performance of the work during scheduled hours. The Contractor shall provide, when submitting names of employees, documentation of type and amount of training received by each employee, to include training in use of the SDS, HAZMAT, and the handling of blood borne pathogens. Documentation confirming each employees training is to be available for the County to view at any time. This information is due within thirty days of contract startup and will be updated monthly.

C. EMPLOYEE ASSIGNMENT

The Contractor hereby agrees that any of its employees who may be assigned to Pima County 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 Pima County facilities.

D. FLOOR CREWS

All floor crew workers will be familiar with and able to identify all types of flooring, related chemicals, techniques, and equipment. At no time shall the floor crew be interrupted in their work routine, nor will they fill-in for absentee staff (Custodians) unless the County Representative approves of said activity in advance. Floor crew will be responsible to conduct inspections of their own work for quality assurance when they have finished each task (e.g.: inspecting for consistency, making sure all items which have been moved are back in their original location, etc.).

E. SUPERVISOR(S)

All supervisors must have full understanding of the County's contractual agreement with their employer. The supervisor shall have authority to act as an agent of the Contractor in their absence, and must make sure all contract specifications are met.

F. ADDITIONAL SERVICES PROVIDED

In the event that other custodial services, in addition to or separate from the services specified herein, may be deemed necessary by the Facilities Management Director or authorized representative, the Contractor may be requested to perform the additional or special service. The Contractor will be reimbursed by the County on the basis of the rates specified in Exhibit D: Unit Prices, submitted by the Contractor.

G. CONFIDENTIALITY -- HIPAA

Vendor employees may work in areas where personal and private health information may be visible or overheard. Under no circumstances is this information to be shared or discussed or retained.

3.3.2 EMPLOYEE IDENTIFICATION AND BUILDING ACCESS

A. UNIFORMS & PHOTO IDENTIFICATION BADGE REQUIRED

All employees are to be in uniforms that bear company name or logo while on County site(s). Each employee will also wear at all times a photo ID with the employee's name & last name (legible), ID number (readable at a distance of six feet), and company name and phone number. The uniform must consist of shirt or apron that is easily identifiable and marked with Contractor name and logo. If jackets or sweaters are worn, they must bear clearly the company identification. Uniforms are to be approved by County Facilities Management Support Services Division and are not to be dirty, stained, or torn. Employees shall not wear colors or clothing associated with gangs or any other clothing that could be deemed offensive. Open-toed Shoes, shorts, skirts, dresses are not acceptable. All Contractor personnel including supervisors must wear uniforms while on-site.

B. ACCESS DURING BUSINESS HOURS ONLY

Access to each building shall be as directed by the Facilities Management Director or authorized representative. Contractor's employees are not authorized access other than during scheduled hours for custodial services.

C. AUTHORIZED EMPLOYEES ONLY ALLOWED ON PREMISES

Only authorized Contractor employees are allowed on the premises of Pima County 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.

D. TUCSON OFFICE

The Contractor is required to maintain an office in Tucson, Arizona; open during normal daytime working hours to fully facilitate the management of the contract, the setting up and maintenance of periodic cleaning schedules, the reception and distribution of supplies, and the maintenance of other systems necessary to properly manage the contract. This office must be fully established and operational 30 days before initiation of the contract.

3.3.3 SECURITY CLEARANCES:

The Contractor is responsible for obtaining security clearances from the Sheriff's Department and Superior Court for all its employees who will be working in sensitive areas (marked in red in Exhibit D: Unit Prices and Attachment 2: Location and Inventory Data). Pima County reserves the right to change the restricted areas as the Facilities Management Department may dictate. The Contractor grants the rights to the Sheriff's Department and Superior Courts to conduct background checks of all employees entering the sensitive facilities. The background checks will be conducted prior to any employee entering to work and will be based upon information provided to the Sheriff's Department including, but not limited to: name, address, date and place of birth, social security number, copy of INS documents, if applicable, and a copy of an official photo identification. The information will be provided to the Facilities Management Department at least three (3) business days (excluding weekends and holidays) in advance of the need for access. The security check will be conducted by the Sheriff's Department and/or Superior Court. Pima County may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:

- conviction of a felony
- conviction of a misdemeanor (not including traffic or parking violation)
- any outstanding warrants (including traffic and parking violations)
- a person currently on parole or probation
- a person currently involved in an investigation

3.3.4 HAZARDOUS MATERIALS MANAGEMENT PROGRAM

A. ASBESTOS

This provision serves as notice to Contractor of the existence of asbestos on various floors in various Pima County facilities. The Contractor shall not remove any ceiling tiles in any Pima County building for any reason.

B. COMPLIANCE WITH LAWS

The Contractor shall comply with all local, state and federal rules and regulations related to environmental protection and safety requirements including, but not limited to the following:

- Title 29, Code of Federal Regulations, Parts 1910, Occupational Safety and Health.
- HIPAA health privacy rules.

- Title 40, Code of Federal Regulations, Environmental Protection.
- State OSHA, Arizona State standards identical to federal standards: 29CFR 1910.1001 and 1926.58, Asbestos; 1910.1200, Hazard Communication; 1910.1028, Benzene; 1910.7 Safety Training or Certification of Certain Workplace Equipment and Materials; 1910.1000, Air Contaminants; 1910.120 Hazardous Waste Operations and Emergency Response, and 1030 Blood borne pathogens.
- State ADEQ, Arizona Administrative Code, Title 18, Arizona Revised Statutes, Title 49.

Pima County Facilities Management Safety Requirements: In order to ensure Pima County that the Contractor is complying with the intent of the regulations stated in this section, as they related to the use of hazardous materials, hazardous wastes, and other similarly defined (in those regulations) substances used on the Sites, the Contractor shall demonstrate they have a Hazardous Materials Management Program that includes, as a minimum, but is not limited to the requirements specified herein. The interest of Pima County is that accidental spills, site contamination, and injury of personnel on the sites are avoided.

Pima County will not enforce suspected violations of the rules and regulations referenced above. However, Pima County will notify Contractor of suspected violations. If, in the opinion of Pima County, Contractor fails to address the suspected violations in a timely and appropriate manner, Pima County will notify federal, state and/or local regulatory agencies, report the suspected violations to them, and request that they inspect the Contractor's operations. Any fines that may be levied against Pima County for violations committed on the sites by Contractor as well as any costs to Pima County associated with cleanup of materials, shall be reimbursed immediately by the Contractor. All documents required by the program shall be made available to Pima County Facilities Management Safety Officer immediately upon request.

Any hazardous waste, as defined in any of the above listed regulations, generated by the Contractor shall be the responsibility of Contractor. If the Contractor is using a substance that generates a hazardous waste stream, Contractor shall obtain an EPA identification number, listing the Contractor's name and address as the generator of the hazardous waste. The Contractor shall be responsible for the identification, analysis, profiling, transport and disposal of hazardous wastes generated. The identification number can be obtained from the Arizona Department of Environmental Quality (ADEQ). This number shall be provided prior to providing services or before any hazardous materials that would create hazardous waste are brought onto the site, whichever date is earlier, and shall be available upon request.

C. HAZARDOUS MATERIALS INVENTORY

1. Contractor shall develop and provide to Pima County Facilities Management Safety Officer a complete inventory of products containing hazardous materials that will be located/used at each site. The inventory shall include the name of the product, manufacturer, container size(s), number of containers and the minimum and maximum volume of hazardous materials in concentrations greater than 0.1% for carcinogens (as defined in 29CFR part 1910.1200D4) and 1.0% for all other that are being stored and/or used on or intended to be stored on site. The Contractor shall also provide to Pima County a description of the processes and/or procedures in which any of the chemicals on this list are used.

2. The inventory will be updated immediately when new materials are delivered to or taken from the site. New products must be approved for use by the County by providing a copy of the product's SDS for review and approval.

3. Potential Hazardous Waste Inventory: Contractor shall separately develop and keep updated a list of hazardous materials that meet any of the following criteria:

- Has a flash point of less than 140 degrees F.
- Has a pH less than 2 or greater than 12.5.
- Contains any chemical listed in Title 40 CFR, part 261 regardless of quantity.
- Contains any chemical listed in the CERCLA list regardless of quantity.
- Contains any chemical whose NFPA/HMIS rating is 3 or 4.

D. SDS NOTEBOOKS

Contractor shall maintain at each site a notebook containing current (dated within the past three years or verified as most current by manufacturer) Safety Data Sheets (SDS) for all materials being used at each site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor's on-site storage area. The notebook must be kept up-to-date as materials are brought onto and removed from the site. A complete copy of the SDS notebook with updates shall also be provided to the Support Services Division of the Facilities Management Department.

E. EMERGENCY SPILL RESPONSE PLAN:

Contractor shall determine whether products selected could require an emergency spill response plan for any hazardous material used. If such determination is made, a plan for directing employees in the proper response procedures must be submitted. At a minimum, the response plan must address the following minimum information:

- Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
- Notification procedures.
- Response coordination procedures between Contractor and County.
- Provide a site plan showing the location of stored hazardous materials and location of spill containment/response equipment.
- Provide a written description of the training provided to the Contractor's employees.

F. HAZARDOUS MATERIALS STORAGE AND LABELING SPECIFICATIONS:

Contractor shall, to the satisfaction of the Pima County Facilities Management Safety Officer, properly and safely store all hazardous materials, which shall include, as a minimum, the following:

- Have a designated storage site for hazardous material that includes secondary containment.
- Provide signage approved by the Pima County Facilities Management Safety Officer clearly identifying the hazardous materials storage site. Signage must be in a language understood by County Employees and Contractor's on-site employees.
- All hazardous materials containers must be labeled according to OSHA requirements, and bear applicable NFPA or HMIS labels.

G. NON HAZARDOUS MATERIALS LABELING SPECIFICATIONS:

The Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the site, the Pima County Facilities Management Contracts Specialist will notify the Contractor and the Contractor will, within one hour, clearly label the container or remove it from the site. Any containers that are filled from larger containers must also be labeled.

H. OFFSITE STORAGE OF HAZARDOUS MATERIALS

Pima County strongly encourages storage of hazardous materials off site until the materials are needed on-site.

I. HAZARDOUS MATERIALS MANAGEMENT PROGRAM DOCUMENTATION:

The Contractor shall make all required documentation available immediately upon request of County's Facilities Management Safety Officer. The Contractor's safety representative will be available to meet with County's Facilities Management Department's Safety Officer to review the Contractor's Hazardous Materials Program documents, procedures, and inspect the on-site storage and Job Site to insure the requirements specified herein are being complied with. The Contractor shall also provide the County's Safety Officer with copies of all permits obtained from environmental regulatory agencies.

J. CONTRACTOR TRAINING REQUIREMENTS:

1. The Contractor shall provide requested copies of the company's written Hazardous Communication Program that satisfies requirements listed under Sections e., f., g., and h. of 29 CFR 1910.1200, Hazard Communication, to the County.
2. Prior to their assignment, the worker, will be fully trained, undergoing both a classroom and hands on training environment with written material and videos (which will be made available for review upon request within five calendar days from request) in a language they understand. All training will include HAZMAT certifiable training and all training sessions shall be open to County observation; each session shall be preceded by notification of said event to the County Representative. Each worker will be familiar with what is expected of them (e.g.: from intent, to finished job) as well as being familiar with all chemicals they are to use, (e.g.: the ability to name the product and its appropriate use) and how to use and read an MSDS and where they are located. Workers will also be aware of how to dilute the chemical(s) they will use and what surfaces they should be used on. The employee will know how to clean their assigned area and be familiar with how an area should appear after they have completed their work (e.g.: proper chair placement, table and counter-top cleaning, hand print removal, proper spillage on any number of common surfaces). The employee will be trained on how to clean, open, and restock all dispensers within Pima County.
3. All employees, including supervisors assigned to work in County facilities will be provided no less than two (2) hours training on hazardous materials and asbestos in a language they understand. Attendance records of employees shall be

signed and dated by each of those in attendance and a copy of said record, certified by the Contractor as being true and correct must be submitted to the Facilities Management Department prior to employee's first work date.

4. Employees will be trained in the proper handling of blood borne pathogens.

3.3.5 COUNTY NOT RESPONSIBLE FOR CONTRACTOR'S EQUIPMENT

The County does not assume responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the County.

3.3.6 CONTRACT REASSIGNMENTS

Contractor may not assign, subcontract, sell, or franchise any part or all of the contract without the express written approval of the Board of Supervisors, except for those services listed here:

1. Power Washing of entry ways and external walls
2. Washing of external windows
3. Deep cleaning of carpets

Any attempt by Contractor to assign, subcontract, sell or franchise any performance of this agreement without consent of the County shall be null and void and shall constitute a breach of this agreement.

3.3.7 LAWS AND REGULATIONS:

A. OSHA GUIDELINE COMPLIANCE:

1. SAFETY DATA SHEETS:

Contractor shall furnish to County Facilities Management Department copies of Safety Data Sheets (SDS) for all products used, prior to beginning service in any facility. Contractor must inspect and if necessary update copies of the SDS 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 SDS must be provided to the Facilities Management Support Services Division prior to the product being used in any facility. The SDS must be in compliance with OSHA Regulation 1910.1200, paragraph g.

2. LABELING OF HAZARDOUS MATERIALS:

Contractor shall comply with OSHA Regulation 1919.1200 paragraph f, concerning the labeling of all chemical containers.

3. OSHA GUIDELINES BLOOD PATHOGENS:

Contractor shall comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor shall be responsible for compliance on date of contract acceptance and shall provide proof to County's Facilities Management Department Support Services Division.

B. HAZARD COMMUNICATION COMPLIANCE

Proof of compliance with OSHA regulation 1920.1200 Hazard Communication, shall be provided to the County's Facilities Management Support Services Coordinator upon commencement of this contract, and reviewed by the Facilities Management Department's Safety Officer.

C. FAILURE TO COMPLY WITH LAWS

Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules shall permit the County to immediately terminate a resultant contract without liability.

3.3.8 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH

Each installment or lot of this agreement is dependent on every other installment or lot, and a delivery of non-conforming goods/services, or a default of any nature under one installment or lot will impair the value of the whole agreement and

constitutes a total breach of the agreement as a whole. In the event of a breach, the County may affect the conditions of DEFAULT of the General Bidding Instructions and Conditions of Purchase.

3.3.9 PROPERTY DAMAGE

Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage beyond normal wear and tear, caused by Contractor's maintenance activities. Repair and restoration shall be to the satisfaction of the County. Any repair or restoration of these damages shall be performed at no cost to the County and under the direction of the Pima County Facilities Management.

3.3.10 DAILY REPORTS ON FACILITY MAINTENANCE CONDITIONS

Contractor is to make daily reports to the Facilities Management Department on the following information:

- Faulty fixtures or building conditions requiring repairs or replacement (examples: leaking sinks and toilets).
- Broken, worn out or damaged areas that require repair, replacement, or other changes (for example: loose tile that may present a safety hazard).

3.3.11 DEFAULT

Repeated incidents of unsatisfactory cleaning performance, shortage of hours, or failure to comply with other terms of the contract will result in termination of the contract.

- If the Contractor receives more than a total of 6 unsatisfactory performance notices during any twelve (12) month period, the contract may be automatically terminated for default. County will give Contractor notice when Contractor has received an unsatisfactory rating.
- Termination for default for any portion of the contract shall result in termination of the entire contract for default.

3.3.12 ADDITIONAL COUNTY REQUESTED CUSTODIAL SERVICES

In the event that other custodial services, in addition to or separate from the services specified herein, may be deemed necessary by the Facilities Management Department Director or authorized representative, the Contractor may be requested to perform the additional or special service. The Contractor will be reimbursed by the County on the basis of the hourly labor rate specified by the Contractor in Exhibit D: Unit Prices.

On occasion special events are held near or in a County site that will require additional janitorial supplies. These supplies are considered normal operating usage for the County and there will be no additional cost to the County.

3.3.13 CONTRACTOR'S PERFORMANCE

A. REQUIREMENTS:

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 County's facilities designated in the scope of the contract. All work shall be performed in strict accordance with the conditions, provisions, standards and specifications described herein.

B. PERSONNEL CONDUCT

Contractor personnel while on duty or in the vicinity of Pima County facilities, shall maintain themselves in an orderly and respectable manner. Excessive and unnecessary noise and boisterousness will not be tolerated and shall be grounds for requiring the dismissal of any such employee. The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, any employee who endangers persons or property or whose continued employment under this contract is inconsistent with the interest of Pima County.

C. QUALITY AND ACCEPTABILITY OF WORK

The Facilities Management Director or authorized representative shall decide all questions that may arise as to the quality and acceptability of any work performed under the resultant contract. If, in the opinion of the Facilities Management Director, or authorized representative, performance becomes unsatisfactory, the County shall notify the Contractor, its authorized representatives or agents. See 3.3.16 Inspections.

D. CONTACTING THE CONTRACTOR

1. 24 Hour Contact

The Contractor must provide a telephone number or numbers that are answered anytime during the week and holidays, twenty-four (24) hours a day and the Contractor must respond within sixty (60) minutes of the originating call. The Contractor's telephone number must be free of charge for County use. The Contractor shall provide a Tucson Project Manager and a Tucson Alternate Project Manager as the main point of County contact.

2. Project Manager and Alternate Project Manager

The Contractor shall provide a Project Manager and an Alternate Project Manager to work with County. The Project Manager and the Alternate Project Manager will be the individuals who will be responsible for Pima County work and who will be available to respond specifically to the County's contractual and cleaning issues. The Project Manager and the Alternate Project Manager will be well versed in the County contract and facilities in order to be able to quickly and fully respond to County's questions or needs relating to Contractor's services. At no time will County be without a point of contact for all Contractor services. The Project Manager or the Alternate Project Manager will be available weekly for inspections accompanied by a County inspector.

E. UNSATISFACTORY CLEANING PERFORMANCE

Upon notice of unsatisfactory cleaning performance, the Contractor will have one (1) hour from that time to initiate corrective action in any specific instance of unsatisfactory cleaning performance. In the event the Contractor has not responded in the allotted sixty (60) minutes to telephone contact, or the Contractor has not initiated corrective action for the unsatisfactory cleaning performance within one (1) hour time frame after notification as described above, the County has the right to immediately complete the work to its satisfaction, through the use of County employees at a rate equal to the employee's hourly rate plus twenty-percent (20%) for County administrative costs, or through use of outside Contractor(s) at the rate charged to the County plus twenty-percent (20%) and shall deduct that amount from any balance due or which may become due to the Contractor.

F. LIQUIDATED DAMAGES

If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the actual damages to the County will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the County as fixed, agreed, and liquidated damages, the amount of \$100 per occurrence of unsatisfactory performance, or 20 cents per square foot for floor work. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond their control and without the fault or negligence of the Contractor.

G. ASSIGNED LABOR HOURS

The Contractor shall submit a list of the minimum daily number of worker-hours per service day, week, month proposed for each site and the number of management hours per group (1-3). This information will be used for discussion relating to cleaning expectations at start of the contract.

H. VALUE OF EACH WORKER-HOUR

The "value of each worker-hour" is determined by the hourly rate of the daily scheduled staff in the Exhibit D: Unit Prices. In the instance where Day Porter or Night Porter services are not rendered the monthly invoice will be adjusted for the reduction in worker-hours at the site.

I. SHORTAGE OF CLEANING SUPPLIES

Should the Contractor not furnish the proper supplies, the County may make a one-time purchase of the needed supplies and charge them against the Contractor's invoice at the County's cost plus twenty-percent (20%). If the Contractor does not provide proper supplies after this action, then the Contractor will be in danger of default.

J. ALARM FINES

Contractor shall pay any fines imposed on County due to negligence of Contractor's staff to properly energize or disarm alarm systems. The amount of any such fine paid by the County may be deducted from any payments owed to Contractor.

K. APPEAL OF DEDUCTION, ADJUSTMENT, OR APPLICATION OF LIQUIDATED DAMAGES

The Contractor may appeal a County determination of deduction of, or adjustment of, or application of liquidated damages to monies from the Contractor's invoice. Such appeal must be in writing to the Facilities Management Department,

Support Services Division, within ten (10) business days from the date of the County's written notice of deduction, adjustment, or application of liquidated damages.

3.3.14 EMPLOYEE STRIKES

If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity that is directed at the Contractor at Pima County facilities, that results in the curtailment or discontinuation of services performed hereunder, the County shall have the right during such period to perform the services of the Contractor using such material or equipment used by Contractor, the use of which will be reimbursed to the Contractor, less wear and tear.

3.3.15 SUPERVISION

Contractor shall provide on-site supervision for each shift of work to assure competent performance of the work during the scheduled hours. In addition, the Contractor, or authorized agent will make daily routine inspections to ensure that the work is performed as required by this contract.

3.3.16 INSPECTIONS

Facilities Management's Contract Compliance Specialist will conduct frequent random inspections of the areas covered under this contract. Feedback on necessary improvements will be provided to the vendor. A rating will be given for each inspection resulting in a pass or fail grade. The quality rating system will be mutually agreed to by the County and Contractor at the beginning of this contract.

Two consecutive failed grades will require the Contractor to respond with a corrective plan in writing. More than six failed grades in any one-year period will constitute a default of contract and may be grounds for cancelation of the contract. More than eight failed grades in the length of the contract will constitute a default of contract and may be grounds for cancelation of the contract.

3.3.17 SAMPLES/DEMONSTRATION

The Contractor shall be required to furnish a list of products and equipment to be used at each facility. Any sample(s) submitted and/or demonstrated shall create and express warranty that the whole of the goods/services shall conform to the submittal. All samples become the property of the County unless designated otherwise by the Contractor.

3.3.18 TELEPHONE SERVICE

A. BUSINESS USE OF COUNTY'S TELEPHONES

The Contractor shall be allowed job-related use of County telephones at no cost to Contractor as designated by the County for use. 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. Contractor will reimburse any toll charges to County.

B. EMERGENCY NUMBERS

A list of emergency telephone numbers shall be maintained at the work locations by the Contractor and will include the Police, Sheriff, and Fire Departments as well as Emergency County contacts especially the Central Plant.

3.3.19 ENERGY CONSERVATION AND SECURITY

The Contractor shall practice energy conservation and turn off lights in unoccupied areas, except where centrally controlled, and shall keep windows and doors closed. All outside doors are to be kept locked except for those used for the

removal of trash from the buildings. All lights and doors inside the facilities will be left as found - if locked, locked; if open, open. Facilities will be cleaned in sections so that large portions of the facilities are not left open at the same time. Many buildings will not have HVAC or heating after hours.

It is a requirement that County facilities be cleaned as much as possible during daylight hours to conserve energy. Some sites have specific hours they may be cleaned (see Exhibit D: Unit Prices for details). The Contractor must follow the energy conservation guidelines.

3.3.20 STORAGE SPACE

The Contractor may store supplies, materials and equipment in storage areas on the Pima County facility premises as designated by the Facilities Management Director. The Contractor agrees to keep its portion of this storage area in accordance with all applicable fire regulations. The use of the County storage facilities will be on a space available basis and subject to the approval of the Director. If shelves are not present in any facility, Contractor will furnish and supply shelves for orderly storage of supplies within twenty (20) days of the date the contract is signed by the Board of Supervisors. Shelves shall be supplied with paper goods within five (5) days of contract start date. Contractor supplies kept on site are not to exceed the allowable storage space provided by the County. Supplies delivered to a County site by Contractor's vendors are the responsibility of the Contractor. County employees will not be held responsible for the receipt of janitorial supplies. Some sites may not allow delivery of supplies without a member of the Contractor's staff present.

3.3.21 KEY/SECURITY ACCESS CARD

A. SIGNATURE REQUIRED

The Contractor will be required to sign for each key and/or security access card issued to the Contractor. The Contractor is responsible for reporting the loss of any keys.

B. REPLACEMENT CHARGE

To reimburse County for the cost of replacement, the Contractor will pay \$18.00 each for the cost of having a duplicate made to replace a lost key (\$25.00 for replacement of an access card).

C. CHANGE/REPLACEMENT OF LOCKS

If a breach of security results from the loss of keys, requiring that locks be changed or re-keyed, Contractor will reimburse the County at a rate of \$32.00 for each lock. Such charge will be deducted from any payment owed to the Contractor.

D. SPECIAL KEY PROCEDURES

At some County facilities, keys will need to be signed out and returned daily. The Contractor will ensure that all employees follow the procedures for key use.

3.3.22 WORKWEEK

A. NORMAL WORK WEEK

The normal workweek will be Monday through Friday, excluding County holidays. Some buildings require Saturday and Sunday services. The Contractor shall perform janitorial services during the days and times specified in Exhibit D: Unit Prices unless other arrangements are approved by Facilities Management.

B. HOURS OF SERVICE

Custodial services shall be performed in the hours called for in Exhibit D: Unit Prices. For buildings being serviced at night, every effort must be made to reduce electrical usage by keeping lights off except for those needed to clean.

3.3.23 WORK SCHEDULE

Contractor for initial year of contract will develop a work schedule set on an annual calendar identifying tasks and frequency of work as well as the anticipated minimum worker-hours expected at every site. The schedule shall be subject to Facilities Management approval. Any significant changes shall be reported to the County immediately when they occur. If there is a known lapse in service, the Contractor will provide an explanation of why the work was not completed and plans for getting the work back on schedule. See Floor Maintenance 3.1.2. For subsequent years of the contract, the floor schedule must be maintained and shared with the County.

3.3.24 FLOOR SPACE

All floor space at each facility is applicable for cleaning services unless specifically exempted. If the cleanable space in a building changes the Contractor and County will arrive at new pricing for the building based on the percentage of square footage but allowing for minimal overhead costs.

3.3.25 DELIVERIES

Contractor's employees are specifically prohibited from signing or acknowledging receipt of deliveries to County departments.

3.3.26 RECYCLING PROGRAM

The County has a recycling program for most offices. Appropriately sized and clearly marked containers are stationed throughout each participating facility. The Contractor will empty these containers as directed and requested by the Facilities Management. Depending upon the facility, Contractor will replace, move and/or empty the 30"X30"X4' high green wheeled recycling containers (totes) to and/or from designated areas. Containers being placed inside the building(s) must be cleaned, if necessary (inside and out) if they become soiled. As necessary, Contractor will empty trash from recycle containers in order to restore container to recycling program standards. Trash is to be disposed of in the same manner as other trash from the facility. Recyclable items include various types of paper, office mix, computer paper, shredded paper, and plastic bottles. Recycle totes do not require liners.

3.3.27 PRE START-UP MEETING AND START-UP**A. START-UP MEETING**

The successful Contractor(s) shall be required to attend a start-up meeting with Facilities Management Support Service Division staff no less than two (2) weeks prior to the contract start date. Such meetings may include a walk-through of each facility.

B. START-UP

A Contractor supervisor shall be on-site to orient new employees the first day of the agreement. Throughout the entire agreement period, a Contractor supervisor shall be on-site to orient employees the first day of all Contractor new hires or employees newly assigned to a specific location.

3.3.28 ADDITIONS, DELETIONS, CHANGES

The County reserves the right to add, delete, or change an item or items or any portion of an item of the agreement with a fifteen (15) day notice to the Contractor. Additions and deletions will result in an added or deleted cost to the service fee which is in keeping with the contracted prices of that item or like item. Changes that go to the agreement shall result in alteration of the fee, which is consistent with the original proposal prices. Such additions, deletions, or changes shall not invalidate the contract; and the Contractor agrees to perform the work as altered, the same as if it had been part of the original agreement.

The addition and subtraction of square footage to be cleaned should be calculated as the cost per sq. ft. for the same or like structure. If some unusual requirements are added or subtracted, the Contractor and County will come to a mutual agreement on the financial adjustment.

3.3.29 END OF CONTRACT REVIEW**A. WALK THROUGH**

Approximately ten (10) days prior to the end of the contract, the Contractor's representative and the County representative will schedule a walk through inspection of the facilities to review cleanliness.

B. CLEANLINESS STATUS

If the cleanliness level of a facility is below that of the cleanliness standards established by the terms, conditions and provisions of the contract, the County will hold the last monthly payment for that facility until the cleanliness standards are met.

3.3.30 SAFETY MEASURES

The Contractor must ensure that all employees and representatives are trained to recognize and understand the Universal Safety Symbols. The Contractor shall ensure all equipment, tools and supplies are used in accordance with manufacturer's instructions and safety practices.

3.3.31 QUARTERLY REVIEWS

A management representative of the successful Contractor will attend a quarterly compliance review with the Facilities Management Support Services Coordinator to discuss the results of 3 months of inspections and cleaning performance at all County sites. The goal of the meeting will be to find areas for improvement and methods for achieving them. The site of the meetings to be mutually agreed upon.

3.3.32 EXPERTISE

Contractor shall be required to provide training consultation and expertise (where appropriate) to the County in all areas of cleaning.

3.3.33 RECORDS

If Contractor's records, books and other documents relevant to this contract are not sufficient to support and document that allowable services were provided, Contractor shall reimburse County for the services not so adequately supported and documented.

3.3.34 ADDITIONAL COSTS FOR INACCURATE INVOICES

Contractor is required to submit accurate invoices. Submission of incorrect data (e.g. quotes and equipment and software, invoices, etc.) requires additional costs for County to review and verify. Contractor will pay any and all such additional costs at the hourly rate of the County's Facilities Management Representative plus 20% to cover County administrative costs. County may deduct such additional costs from any amount County owes Contractor.

3.3.35 RIGHTS IN DATA

County shall have the use of data and reports resulting from this contract without additional costs or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this contract and to the performance hereunder.

3.3.36 DELIVERY

County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and a price differential will be charged against Contractor.

3.3.37 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equality, the County may offset from any money due to the Contractor any amount Contractor owes to County for damages resulting from breach or deficiencies in performance under this contract.

3.3.38 PRICE REDUCTIONS

Contractor agrees to guarantee County is receiving the lowest prices offered by Contractor to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period Contractor offers a lower price to another customer and notification is not made of the price reduction to the County, upon discovery, County may reserve the right to take any of the following actions:

- Cancel the contract, if it is currently in effect.
- Determine the amount that County was overcharged and submit a request for refund from Contractor for that amount.

3.3.39 TRAINING ON COUNTY SITES

County facilities are not to be used as Contractor training opportunities. No training is to be conducted in County facilities without prior written approval by Facilities Management.

3.3.40 ALTERATION OF WORK

The County reserves the right to make alterations in 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.

3.3.41 INVOICING

At the end of each month, and after satisfactory completion of janitorial services, invoicing shall be submitted and include the following: contract Number/Invoice Number Month/year services were performed, a detailed list by site by group and by number within the group with the contracted dollar amount for each. Grand total without tax Additional Services must be on a separate invoice (i.e. power washing, chair cleaning, etc.) Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

3.4 CLEANING EQUIPMENT SPECIFICATIONS

Cleaning Equipment needed for this contract includes but is not limited to the equipment listed in this section. Routine cleaning equipment shall be placed on-site at start of contract and throughout the term of this contract. The Contractor will maintain a complete set of operating instructions for each type, brand and model of equipment, tool and item of supply used in the performance of the work. The County shall have the right at all times, but is not obligated, to examine all equipment, tools and items of supply used by the Contractor.

3.4.1 LIGHTER DUTY CLEANING EQUIPMENT/SUPPLIES

- Large waste collection barrel(s) and supply-carrying bag(s)
- Short-handled, small dust mop(s) for low and high dusting
- Clean cloths
- Hand-sized cellulose sponges
- Plastic spray bottle(s)
- Radiator brush(es) for dusting hard-to-get-at and rough surfaces
- One Quart plastic bottle of lotion-type cleanser
- Putty knife with a one-inch blade
- Plastic liners for waste receptacles (disposable)
- Eraser cleaner/powder
- Variety scrubbing brushes
- Extension poles for high dusting and window cleaning
- Squeegee

3.4.2 RESTROOM CLEANING EQUIPMENT

- Bowl mop
- Quart plastic bottle of bowl cleaner
- Germicidal detergent in spray bottle
- Pumice stone
- Restroom Closed for Cleaning" or comparable signs
- Liquid Enzyme chemical to pour down floor drains
- Pipe cleaner brush for waterless urinals
- Echoblu booster for waterless urinals
- Echoblu cubes to place in mice (containers) for waterless urinals
- Wet/dry vacuum for emergencies (may be kept at central location and sent to site when needed)

3.4.3 ROUTINE FLOOR CARE EQUIPMENT

- Plastic dust pan(s)

- Small broom with 36" handle
- Mopping outfit(s)
- Twenty-four (24) inch swivel dust mop(s)
- Putty knife and/or long-handle scraper(s)
- Three (3) foot dust mop(s) for large open areas
- Floor machine pads
- Floor machine(s) with driving block, 175-300 rpm/min.
- Sufficient safety, wet floor signs, freestanding, yellow plastic with chains
- Wet/Dry vacuum

3.4.4 ROUTINE CARPET CARE EQUIPMENT

- Back pack vacuum, static lift 100" c.m., 1171 watt motor, 70db, four level filtration system, filter capacity 10 quart, full tool kit, beater bar brush extension and 50' cord.
- Spot cleaning solution
- Dust buster or other hand held type vacuum (cordless)
- Beater brush commercial vacuum (see 3.4.5 C)

3.4.5 SPECIAL CLEANING EQUIPMENT

A. Self-Contained Warm Water Extraction Machine

- Automatic electric variable speed control with ability to operate faster for interim cleaning or slower for restorative cleaning
- 20 inch cleaning path
- Minimum 13 gallon solution and recovery tanks
- Minimum 100 psi pump to spray solution
- 1,200 rpm brush to agitate and loosen soil
- 3-stage vacuum motor for water and soil recovery
- Attachment to clean upholstery
- Able to heat water to 160 degrees

B. High speed variable speed burnishers: maximum 1,500 rpm and capable of burnishing large areas quickly.

C. HEPA filter commercial vacuum: with a minimum of single motor, 9 amp, 50' cord with tools on board and 19" wide cleaning path.

D. Automatic Scrubber: 7 gallon recovery and solution tanks self-contained walk behind scrubber adjustable to clean all types of floor surfaces.

E. Coffee stain remover 2 part spot and stain remover kit: patented guaranteed formula for removal of stubborn coffee stains on commercial carpet; pH 9.5 to 10.

F. Type of Soap: Anti-Bacterial soap.

3.4.6 EQUIPMENT CARE

Equipment shall not be left plugged in and unattended in halls, stairways, landings, or any locations used as passageways. Exits, elevators, and emergency exits shall be clear at all times. Electrical cords shall be placed in the closest unused electrical outlet. Any damage incurred to County property by use of these machines will be repaired by the County or the Contractor at the County's discretion. All costs associated with repair will be billed to or deducted from Contractor's payment.

Contractor's equipment is expected to be kept in good working order and replaced immediately when unable to clean to this contract's standards. Contractor shall maintain adequate backup equipment, tools and supply to ensure continued operation in the case of breakdowns.

3.5 LOCATION (See Exhibit D: Unit Prices and Attachment 2: Location and Inventory Data for location details)

3.6 ENVIRONMENTALLY PREFERRED PRODUCTS AND METHODS

The following section describes Pima County's Green Cleaning program and is the required method for all sites.

3.6.1 ENVIRONMENTALLY PREFERRED PRODUCTS BACKGROUND, POLLUTION, PREVENTION AND CRITERIA

Pima County Sustainability Initiative requires new guidelines and specifications include Green Cleaning Supplies are to be used within the scope of this contract agreement whenever feasible to protect our health without harming the environment. In implementing Green Cleaning for Pima County, Contractor is encouraged to use their current cleaning supplies until such time as the supplies on hand are exhausted.

3.6.2 POLLUTION PREVENTION

Pima County is interested in providing leadership that will foster conservation, protection, and improvement of the environment. This includes the following:

- Minimizing use of toxic materials and the generation of hazardous materials and the generation of hazardous waste will be an important consideration in research and purchase of materials.
- Preventing pollution by reducing the generation of waste at the source is the preferred alternative whenever possible. When waste cannot be avoided, the County is committed to recycling treatment, and disposal in ways that minimize undesirable effects on air, water, and the land; and environmental protection through regulatory compliance and pollution prevention is the responsibility of every County employee and Bidder.

3.6.3 SPECIFIC ENVIRONMENTALLY PREFERRED PRODUCT CRITERIA FOR JANITORIAL SUPPLIES

A. Green Cleaning Chemicals and Products

- Green Seal's Standard for Industrial and Institutional Cleaners (GS-37) certified chemicals for general purpose, washroom, glass, and carpet cleaning or recommended chemicals for those not covered by standard, but go beyond current industry specifications (e.g., furniture polish, metal cleaner).
- Hand soaps that do not contain antimicrobial agents (e.g., Triclosan) except where required by law or regulations (i.e., healthcare or food preparation).
- Micro-fiber dusting cloths and flat mops to collect dust and dirt. These out-perform traditional dusting and mopping materials and can often be used to remove soils without the need for chemical compounds. Also can be reused for minimal waste.

B. Green Paper Products

- EPA's Comprehensive Procurement Guidelines and Green Seal's Standards for Tissue (GS-1) and Towels (GS-9) for recycled content in janitorial paper products bleached without the use of chlorine or its derivatives.
- Products dispensed from large rolls to minimize packaging and waste. Folded paper towels are discouraged.
- "Hands-free" paper towel dispensers that reduce the potential for cross-contamination. High capacity dispensers that promote waste-reduction by controlling towel usage. While many cleaning products may not be of significant concern, there are instances when certain ingredients may pose health and/or environmental threats, especially in locations where ventilation is inadequate, chemicals are used or stored improperly, or sewage/septic systems are unable to break down persistent chemicals. Because most cleaning products are designed to be disposed down the drain, their components or degradation products enter directly to the environment. Human exposure is also a concern, because all building residents, including maintenance workers, may be exposed to these chemicals either during or following their application. As a result of these considerations, specifications for alternative cleaners have been developed that are designed to minimize or eliminate some of the health or environmental impacts of commonly used products.

3.6.4 SAFETY DATA SHEET (SDS) INFORMATION

SDSs required for all products, must be dated within the last three years or include a manufacturer's statement of verification that the SDS on-hand is the most current for the product. Completed SDSs must include all toxic chemical compounds present in concentrations greater than 0.1% of product. Contractor must provide copies of material safety data sheets of each product to be used in providing the service if requested. Janitorial staff must be able to read these sheets and it must be part of their training to do so.

3.6.5 PRODUCTS WITH POTENTIAL HEALTH, SAFETY AND ENVIRONMENTAL EFFECTS

A. AVOID PRODUCTS WITH POTENTIAL HEALTH, SAFETY AND ENVIRONMENTAL EFFECTS LISTED BY THE EPA AS FOLLOWS:

1. Materials that become hazardous waste due to characteristics (e.g. ignitable, reactive, corrosive, toxic) or that have listed constituents in Part 40 CFR Part 261.
2. Materials that are listed on the EPA's list of priority pollutants or on the 1986 Superfund Amendments and Reauthorization Act, Section 313, Toxic Release Inventory List.

B. PH LEVELS

pH measures the relative acidity or alkalinity of a substance, ranging from 0 - 14 with 7 being neutral. A low or high pH may be more irritating to the skin or eyes or more disturbing to the environment; however, a simple pH measurement may not be the only factor in this area. Products diluted for use with a pH between 5 and 10.5 will be favored, a product with pH greater than 2 or less than 12.5 will be favored whether diluted or not.

C. STABLE PRODUCTS

Products that are stable, not reactive, are favored.

D. FLASH POINT

Flash point measures how easily a substance will ignite. The higher the flash point, the less likely the substance is to catch on fire or burn. Preference is for a flash point of greater than 140 degrees Fahrenheit.

E. VOC CONTENT

VOC's are substances that contribute to the formation of smog and poor indoor air quality. Preference is for using VOC materials containing no more than 20 percent VOC by volume (as determined by the applicable test method(s) and excluding non-precursor organic compounds and water), provided that no VOC from the material comes into contact with same.

F. CARCINOGENS, MUTAGENS OR TETRATOGENS

The product may not contain known or suspected carcinogens, mutagens, or tetragens identified by the Occupational Safety and Health Administration (OSHA), the International Agency for Research on Cancer (IARC), and the National Toxicological Program (NTP).

G. NFPA/HMIS RATINGS

NFPA/HMIS ratings review the National Fire Protection Association (NFPA) rating of Hazardous Material Information System (HMIS) ratings. These numbers range from 0-4, where the higher number reflects a higher degree of hazard and, therefore, risk. Products should be selected whose rating only includes a 2 or below.

H. CHLORINATED FLUOROCARBONS (CFCs/Freons)

Product cannot contain chlorinated fluorocarbons (CFCs/Freons) or other ozone depleting compounds.

3.6.6 WATER EMULSION METAL-LINK POLYMER FLOOR FINISH

A. SCOPE

This specification covers a self-polishing, slip resistant, all synthetic, water emulsion floor finish intended for use on, and not detrimental to sealed and finished wood surfaces, asphalt tile, linoleum, rubber, vinyl composition, painted concrete, terrazzo, and cement surfaces. The product is to be used without dilution except as may be recommended by the manufacturer. Acid sensitive emulsions are excluded.

B. REQUIREMENTS

1. The finish shall consist of all synthetic components. It shall contain no natural waxes.
2. The finish shall contain a minimum of 15 percent (15%) nonvolatile material when determined at 105 degrees C.
3. The finish shall consist of poly-acrylic and polyethylene components. Polymers shall be metal linked to provide excellent detergent resistance.
4. The product shall be safe for use on all kinds of floors, including asphalt, vinyl linoleum, terrazzo, marble, sealed wood, cork, rubber, and other composition tile surfaces.
5. The product shall produce a colorless, rough, non-slip water resistance coating having very high gloss.
6. The finish shall be re-coatable within fifteen (15) minutes after prior coat has dried. Second coat shall not whiten nor lift the first coat - it shall produce enhanced gloss.

7. The product shall resist scuffing, powdering and scratching under traffic to a satisfactory degree and shall respond to buffing.
8. The finish shall level well on application without streaking or puddling.
9. The finish shall resist wet cleaning with alkaline detergents without being removed from the floor and without destroying gloss. However, it shall be easily removed by common stripping methods.
10. The product shall not be acid sensitive and shall resist acidic cleaners and strippers, including acidic soft drinks and fruit juices.
11. The finish shall be non-yellowing on the floor and should be milk white in the original container rather than yellow.
12. The finish shall bear the U.L. seal of approval for slip resistance on the label.
13. The finish shall be film forming at usual temperatures and shall produce no powdering and no crazing.
14. The finish shall be completely waterproof within twelve (12) hours after application. Product should have good-to-excellent water resistance.
15. The finish shall be free from objectionable odor and must not develop an offensive odor upon storage in the original unopened container.

3.6.7 WATER EMULSION TYPE FLOOR WAX OR FINISH REMOVER (STRIPPER)

A. SCOPE

This specification covers commercial wax remover for use in stripping water emulsion floor wax or finish (including metal-link polymers) from vinyl, rubber, asphalt and other composition floor surfaces; also for use as a heavy duty cleaner for ceramic and conductive floors. The compound shall be a liquid of one grade only.

B. REQUIREMENTS

1. The compound shall be homogenous, highly concentrated free-flowing liquid, so formulated that it may be diluted with clear water. It shall be composed of synthetic detergents, alkaline builders and sequestering agents. It shall not cause skin irritations when used in accordance with directions.
2. The compound shall be free rinsing and free from odor that might be objectionable under conditions of use.
3. The compound shall be stable and not lose its original effectiveness or otherwise deteriorate when stored for nine (9) months in a closed shipping container at room temperature.
4. The non-volatile content shall not be less 6.5% at 105 degrees C.
5. The pH value of a 1.0% by weight solution shall be between 2.6 and 12.0.
6. The compound shall be completely mixed with tap water in all proportions.

3.6.8 QUATERNARY AMMONIUM CHLORIDE DETERGENT/DISINFECTANT

A. SCOPE

This specification covers one type of synthetic detergent and germicide cleaner designed for general cleaning, sanitizing and deodorizing in one operation.

B. TYPE

Liquid

C. REQUIREMENTS

1. The cleaner disinfectant shall be a balanced blend of synthetic organic detergents, inorganic alkaline builders, water softening agents and synthetic quaternary ammonium germicide. Color shall be optional.
2. The cleaner disinfectant shall not contain any soap, mercury compounds, chlorine, peroxide or formaldehyde, or materials which release such compounds when diluted according to directions.
3. The disinfectant shall have a phenol coefficient of about 10.0 against *S. Typhosa* and *Staphylococcus Aureus* by the A.O.A.C. confirmation test at a one to sixty-four (1:64) dilution. The disinfectant shall kill *Pseudomonas Acroginosa* at a one to sixty-four (1:54) dilution and must be effective against both Gram positive and Gram negative organisms.
4. A one to sixty-four (1:64) dilution of the cleaner disinfectant in distilled water shall be substantially odorless and shall not develop an unpleasant odor on surfaces cleaned.
5. Quaternary ammonium content shall be 3.80% active, minimum.
6. Non-volatile content at 150 degrees C. shall be 12.0% minimum.
7. Hard water tolerance: The product shall be effective within thirty (30) seconds in waters up to and including 750 p.p.m. of hardness.

8. Cleaning efficiency: A one to sixty-four (1:64) dilution of the cleaner shall exhibit a cleaning efficiency of not less than eight percent (80%) when tested as described in Paragraph a of Federal Specification PC-43 1a. In solution the cleaner shall provide adequate, but not excessive, suds.

9. The product must be approved by the U.S.D.A. and be E.P.A. registered for use in Federally Inspected Meat Packing and Poultry Processing establishments. The disinfectant must be acceptable for medical and non-medical use.

3.6.9 LOTION CLEANSER

A. SCOPE

This specification covers a lotion type abrasive disinfectant cleanser for the cleaning of porcelain surfaces and for general maintenance use.

B. REQUIREMENTS

1. The cleanser shall be made from high quality soap, abrasive and disinfectant agents, uniformly mixed. Small amounts of other ingredients may be added to improve the quality of the cleaner.
2. The cleanser shall be a white or an attractive, pleasing color, scented or unscented, and of uniform composition. It should be completely rinseable.
3. Composition:
 - a. The moisture content shall not exceed fifty-five percent (55%).
 - b. Anhydrous synthetic detergent content - five percent (5%) minimum to ten percent (10%) maximum
 - c. Abrasive content shall not be less than thirty percent (30%).
 - d. pH value of this liquid shall be between seven (7) and ten (10).
4. Product shall not separate when stored at fifty (50) degrees C. for seven (7) days.

3.6.10 NON-ACID TYPE BOWL CLEANER

A. SCOPE

This specification covers a non-acid-type bowl cleaner for de-scaling and disinfecting toilet bowls and urinals.

B. REQUIREMENTS

1. Thick liquid formula that will cling to bowl and urinal surfaces it cleans.
2. Compound shall contain no hydrochloric acid.
3. The compound shall be a stable liquid and not lose effectiveness or otherwise deteriorate when stored in a closed container at room temperature.
4. Compound shall be safe on porcelain and chrome, one-hundred-percent (100%) biodegradable, and non-flammable.
5. Compound shall remove rust, water minerals, lime, soap scum, body oils, and grease, with excellent hard water tolerance.
6. Compound shall be free of harmful alkaline or abrasives.
7. Liquid product must be packaged in thirty-two ounce container with flip-open cap.
8. Use of two ounces (2 oz) must be sufficient to remove soil, rust, lime scale and uric incrustation as well as disinfect and deodorize under normal conditions.
9. Product must not be detrimental to china and glass surfaces at full strength. Product must not be detrimental to glazed and ceramic tile or carpeting. It must not interfere with the digestive operation in a septic tank system. It must be non-fuming and must have a minimum viscosity of 200 cps.

3.6.11 GLASS CLEANER

A. SCOPE

Non-aerosol liquid glass cleaner covered by this specification is intended primarily for use on windows, mirrors and other glass surfaces.

B. REQUIREMENTS

1. The compound shall be a blend of synthetic, organic detergents, alcohols, solvents and germicidal components; it shall not contain any perfume, ammonia or inorganic alkalis.
2. When the product is properly applied to glass surfaces and polished, it shall leave the surface free from dust, grime and ordinary soil material.

3. The flash point of the liquid shall not be less than 105 degrees F.
4. The pH value of the liquid shall not be less than 11.0, nor more than 11.5 at 25 degrees C.

3.6.12 CONCENTRATED SYNTHETIC CLEANER

A. SCOPE

This specification covers one grade of a liquid concentrated compound suitable for wet cleaning for both painted and unpainted surfaces where hard or soft water prevails. This product is an effective cleaning agent for use on wood, rubber, asphalt tile, terrazzo marble, or concrete floors.

B. MATERIALS AND WORKMANSHIP

1. Compound shall be composed of low sudsing cleaners to be used on floors, floor finishes and have a mild odor.
2. The ingredients shall be assembled to form a homogenous liquid with no more than a trace of suspended matter. It shall be biodegradable.

C. REQUIREMENTS

1. The compound shall be no-caustic and contain no soap or inorganic materials.
2. The compound shall be completely multiple water soluble in distilled water at room temperature.
3. The compound shall contain no free alkali or ammonia.
4. The compound shall contain no free oil, abrasives, or other harmful Ingredients and shall not be irritating to the skin.
5. The compound shall be non-flammable.
6. The compound shall be stable and not lose its original effectiveness or otherwise deteriorate when stored for nine (9) months in a closed shipping container at room temperature.
7. pH of the compound shall be 6.0-8.0 pH at one-percent (1%) solution.
8. The compound should be very good at emulsify grease and oil.
9. The compound should be free rinsing.
10. The compound should have moderate foaming with excellent stability in the presence of grease and oil.
11. For normal finish floor mopping, a dilution of sixty to one (60:1) should be used.

3.6.13 GRAFFITI REMOVER

A. SCOPE

This specification covers a product designed to remove ink, pencil, crayon, lipstick, adhesives, grease and other agents on painted and unpainted surfaces such as walls, wood surfaces, floors, formica and fiberglass surfaces.

B. REQUIREMENTS

1. The solution shall not harm or remove finishes from surface.
2. The compound shall be non-aerosol.
3. The compound shall be non-flammable.

3.6.14 ALL PURPOSE CLEANER

A. SCOPE

This specification covers one grade of a liquid cleaning compound suitable for cleaning all types of surfaces.

B. REQUIREMENTS

1. The solution shall be a concentrated water soluble ingredient with a pH factor of 11.0 to 12.5
2. The solution shall be biodegradable.
3. The solution shall be applied and wiped off with no rinsing required.
4. The solution shall remove all common soils from most surfaces.
5. The solution shall not streak or leave a film.
6. The solution shall contain no phosphates, ammonia or other abrasive materials.
7. The solution shall be pleasant smelling.

3.6.15 ENZYME BACTERIA PRODUCTS

A. SCOPE

This specification covers a non-aerosol enzyme digestant that dissolves odors in floor drains.

B. REQUIREMENTS

1. The solution shall have a pleasant odor.
2. The solution shall work to neutralize odors with use of high activity enzymes and bacterial cultures.
3. The solution shall be non-acid and non-corrosive and shall not harm plumbing.
4. The solution shall be used to neutralize odors under and around toilets, sinks and urinals.
5. The solutions shall continue to neutralize odors even after product has dried on surface.
6. The solution shall have an active bacterial count of at least 37 billion per gallon.
7. The pH range should be 7.0 to 8.5.
8. The solution should have no flash point.

3.6.16 DEGREASER**A. SCOPE**

This product covers a non-butyl cleaner and degreaser designed to remove a wide variety of grease and soil on any surface not harmed by water.

B. REQUIREMENTS

1. The product solution shall be a water based, biodegradable product containing rust inhibitors.
2. The product solution shall remove soap scum and body oils in showers and washroom surfaces.
3. The product solution shall be non-flammable, free rinsing, non-filming, and contain no fumes.
4. The dilution rate shall be sixteen to one (16:1) for general cleaning, one to eight (1:8) for heavy duty cleaning.
5. The solution may be used with pressure washers and foam guns.
6. The solution shall be U.S.D.A. approved.
7. The product's pH value should not exceed 12.0
8. The product should be suitable for use on floors and walls in soft or hard water.
9. The composition should consist of a blend of synthetic detergents, solvents and alkalies.

3.6.17 HARD WATER DEPOSIT REMOVER**A. SCOPE**

This product concerns an extra strength cleaner designed to remove hard water scale and discoloration.

B. REQUIREMENTS

1. The solution shall be designed to cling to surfaces
2. It shall be safe to use on chrome, ceramic tile, and porcelain surfaces.
3. The solution should be biodegradable and contain no hydrochloric acid.
4. The product shall be pleasant scented.

3.6.18 SPOT REMOVER & CARPET CLEANER**A. SCOPE**

These products are designed to remove stains and spots and clean carpets, rugs and upholstery with water extraction equipment.

B. REQUIREMENTS

1. The solution shall be safe for use on most carpet surfaces and one of those recommended by the Carpet Rug Institute (CRI).
2. The solutions shall be used on upholstery, textiles, vinyl, leathers, and synthetics (carpets, rugs and furniture).
3. The spot remover shall be effective in the removal of red dye and products containing this dye.
4. The spot remover shall remove gum and other adhesives.
5. The spot remover shall be a deodorizer and enzyme digestant.
6. The solutions shall be pH balanced and be effective on most types of stains found in commercial buildings.

3.6.19 PRODUCTS NEEDED FOR ALL FACILITIES INCLUDE, BUT ARE NOT LIMITED TO THE PRODUCTS LISTED IN THIS SECTION.**A. GREEN CLEANING POLICY (PREFERRED COUNTY METHOD AND SPECIFIC BUILDINGS CONTRACTOR MUST FOLLOW TO MAINTAIN LEED RATING)**

Green Cleaning is defined as "cleaning to protect health without harming the environment" (Ashkin, July 2004 Cleaning and Maintenance Management) through implementing procedures and products that contribute to healthy surroundings

for building occupants and cleaning staff (i.e. Cleaning for Health), and minimize the impact of cleaning operations on the environment (i.e. Environmentally Preferable). By implementing product substitutions and procedural changes, Green Cleaning eliminates or reduces known toxins and carcinogens present in some cleaning products, and minimizes resource consumption. Building cleanliness is not solely evaluated on appearance. Instead, an equal emphasis is placed on the environmental sustainability of cleaning operations and overall building health.

Green Seal principles, certifications and recommendations will be a minimum product selection standard for the Green Cleaning Program. In addition, the Green Seal Standard for Cleaning Services (GS-42) will be used as a guide for providing cleaning services and chemicals.

B. DILUTION CONTROL SYSTEMS

Any selected cleaning products will have adequate dilution control systems, preferably a closed, unalterable proportioning system with required backflow and cross-connection protection. (However, any dilution control/proportioning system is preferable to manual dilution. There are several new and intriguing systems that dilute through the trigger sprayer itself. This may be a better option when building plumbing systems are susceptible to cross-connection. Product systems that reduce packaging waste, have recycled-content packaging, and can be recycled, are preferred. Chemicals will be Green Seal certified or Green Seal recommended (Green Seal Industrial and Institutional Cleaners, GS-37; and Green Seal Recommended Cleaners). If a Green Seal certified or recommended is not available, then a product will be selected that is "Environmentally Preferable" (GS- 42) product will be selected, or that does not contain carcinogens and other hazardous chemical compounds (Hazardous Cleaning Chemicals Glossary, US Department of Health and Human Service Report on Carcinogens, Deidre Imus Environmental Center for Pediatric Oncology "Greening the Cleaning" Program, and Green Seal Report on Industrial and Institutional Cleaners) or contain the least amount of these hazardous compounds.

If a green product does not exist in a given product category, then product use should be minimized or eliminated. Evaluation of future developed product options should continue in the identified category. The number of cleaning products will be minimized to facilitate training and simplify the cleaning program. Cold water will be used when mixing chemicals. Adequate dwell time (in accordance with product specifications) for chemicals is required to maximize product efficacy and minimize product use. Cleaning should first be attempted without chemicals when appropriate (i.e. with microfiber wipers) before cleaning chemicals are used. The use of a disinfectant will be eliminated or minimized and used only as needed at primary contact points (i.e. bathroom sinks and toilets). Hypochlorites (bleach) and phenolic disinfectants will not be used except for blood borne pathogen cleanups. Contractor will use a quaternary disinfectant when required.

C. REDUCING MICROBIAL GROWTH WITH PROPER CLEANING

The following are basic guidelines to minimize the need for antimicrobial products:

1. Clean first and then apply disinfectant. Most disinfectants are not cleaners, and are usually only effective on a clean surface. Wait the recommended time before rinsing the antimicrobial solution from the surface (usually at least minutes).
2. Use disinfectants only when and where required. Ordinary detergents should remove more microbes than disinfectants.
3. Change mop heads and sponges daily.
4. Change cleaning water frequently (water used in mop-buckets, etc.). Do not waste water by overfilling mop buckets, etc.
5. Intentionally clean areas where water collects and condenses. Areas such as refrigerator and air conditioner pans as well as air cleaner/humidifier machines.
6. Use a drain maintainer (containing enzymes) if drains clog or has an odor.
7. Tenants that operate a restaurant or prepare food for customers must use antimicrobial soaps and/or disinfectants.

D. CHEMICAL STORAGE GUIDELINES

Contractor must comply with the program to reduce the exposure of the building occupants to potentially dangerous chemical, biological, and particle contaminants which adversely impact air quality, health, and the environment.

1. Any chemical stored in the janitor's closets has a locked container which encloses the liquid cleaning products and delivers out proper specified measurement for dilution.
2. The solutions used by Contractor are all stored in the janitor's closet(s) and the janitorial staff must follow these guidelines:

- Safety Data Sheets (SDS) must be available to all employees. (Custodians are trained on SDS and Chemical Handling annually.)
- All containers must be properly labeled to be easily identifiable.
- All cleaning products must be properly and safely stored.
- Custodians must use appropriate Personal Protective Equipment.
- Chemical dilution systems must be adhered to.
- Unnecessary amounts of chemicals should not be stored in the janitor's closet.
- Only authorized employees will have access to the main storage room.
- No liquids will be placed on shelves above eye level

E. FLOOR CARE SYSTEMS

Floor sealers, finishes, strippers and maintainers generally need to be used as a complete system for maximum effectiveness. Restorative floor care operations will occur on an as needed basis not on a predetermined frequency schedule. Green Seal certified product systems (Green Seal Environmental Standard for Industrial and Institutional Floor Care Products, GS-40) will be utilized. In addition, the following options will guide the Green Cleaning Program in hard surface floor care:

1. When possible, do not seal or finish floors (i.e. natural stone floors, concrete, etc.). Unfinished floors do not require stripping and reapplication of sealer or finish, eliminate the need for costly maintenance procedures, and are typically more slip-resistant.
2. If finish is required (i.e. floor type, floor protection, appearance), then a Green Seal certified system should be used. Note: environmentally preferred floor care systems should be phased in at application. Since removal of all previous products is required prior to application, which means disposing of all the generated waste, it is best to exhaust the life cycle of the currently applied product and only then replace with an environmentally preferred product.
3. If performance of the environmentally preferred floor care systems is not acceptable, then conventional finish and sealer will be used and maintenance procedures that extend the product life cycle to minimize the frequency of stripping operations will be implemented. Also, a floor care system that most closely matches Green Seal guidelines will be selected.
4. The use of a dust collection mechanism is recommended for high speed burnishers.
5. Notice of restorative maintenance operations will be given to building occupants. Restorative maintenance operations will occur during times of minimum building occupancy.
6. Autoscrubber or mop-on restoration products will be used in lieu of spay chemicals.
7. Equipment will be selected and utilized properly to minimize water use.
8. Staff will be trained in such procedures.

F. SPECIAL TREATMENT OF CARPETS

Carpet can be a source of biopollutants, dust, and volatile organic compounds (VOCs). Pesticides and cleaning products (such as stain removers) that remain on the carpet after initial application can volatilize (rise up into the air) over time and contaminate the indoor air.

The following carpet treatment guidelines will mitigate the need for carpet cleaning solutions through both preventative and prescriptive treatment.

1. Prevent stains.
2. Clean up spills promptly using cold water and one, or more blotting cloths.
3. Make a spill kit available to occupants.
4. Promptly clean and thoroughly dry carpets if they should become saturated with water. Quick action following a leak or other water damage may prevent carpet loss and the growth of mold and/or mildew. (Do not attempt to clean a moldy carpet without proper protective equipment, clothing, respirators, and air filters. Special training may be required to adequately deal with a water-soaked carpet.)
5. Avoid excessive use of carpet shampoos and bonnet cleaning products. Bonnet cleaning involves the use of cotton, rayon, and/or polypropylene pads and a rotary shampoo machine. Although these chemicals are usually mild, overuse makes more frequent extraction cleaning necessary.
6. Deep-clean when necessary. Periodically deep-cleansing of carpet is necessary to extract dirt, biopollutants, moisture, and embedded cleaning agents.
 - A wet vacuum water extraction machine after dry vacuuming may be used.
 - The Carpet and Rug Institute recommends rapid drying of the carpet, within 24 hours.
 - Pre-sprays applied carefully and left on long enough can reduce the amount of chemicals needed.

G. WIPERS AND DUSTERS – MICROFIBER TECHNOLOGY

Paper will no longer be used as a cleaning tool. Instead, re-useable, launderable, microfiber cloths will be used to reduce paper waste. When possible and effective, microfiber cloths and mops will replace other disposable cleaning tools (i.e.

sponges, scrub pads, cloth rags, cloth mops, dusters) with shorter life cycles to minimize waste. When possible, microfiber cloths will be used without chemical cleaning agents to minimize chemical use. Microfiber dry mops or reusable untreated dry mops will be used in place of chemically treated dry mops.

H. LOW IMPACT CLEANING EQUIPMENT

The Contractor must implement an equipment program to reduce building contaminants with minimum environmental impact.

Contractor will purchase cleaning equipment that meets the following requirements:

1. Vacuum cleaners are certified by the Carpet & Rug Institute "Green Label" Testing Program- Vacuum Cleaner Criteria and operate with a sound level of less than 70dBA.
2. Carpet extraction equipment used for restorative deep cleaning is certified by the Carpet & Rug Institute's "Seal of Approval" Testing Program for Certified Deep Cleaning Extractors.
3. Powered floor maintenance equipment including electric and battery powered floor buffers and burnishers are equipped with vacuums, guards and/or other devices for capturing fine particulates, and shall operate with a sound level less than 70dBA.
4. Propane-powered floor equipment has high-efficiency, low-emissions engines with catalytic converter/muffler which meet the California Air Resources Board (CARB)/Environmental Protection Agency (EPA) standards for the specific engine size and operate with a sound level less than 90dBA.
5. Automated scrubbing machines are equipped with variable-speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids.
6. Battery-powered equipment is equipped with environmentally preferable gel batteries.
7. Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
8. Equipment is designed to reduce potential damage to building surfaces by using safeguards, such as rollers or rubber bumpers.
9. A log will be kept for all powered cleaning equipment to document the date of equipment purchase and all repair and maintenance activities and include vendor specification sheets for each type of equipment in use in the logbook.

I. ENTRANCE MATTING SYSTEMS

Entrance matting systems will be reviewed to ensure maximum soil containment, consistent with GS-42. Less soil entering the building will require less cleaning, and provide better indoor air quality for occupants. The purchase of matting products made from environmentally preferable materials (i.e. rubber) and recycled materials, matting that can be recycled, and matting manufactured in an environmentally-friendly manner is recommended. If possible, the matting will be manufactured in an environmentally friendly manner and will be recyclable.

J. AUTOMATIC AEROSOL DEODORIZERS, URINAL BLOCKS AND TREATED DUST CLOTHS

Automatic Aerosol Deodorizers are not recommended because they are aerosol products which contain high levels of Volatile Organic Compounds (VOCs). If an Automatic Aerosol Deodorizer must be used, then select a non-aerosol air freshening system. Urinal blocks are not recommended, as many contain hazardous materials. Urinal screens without deodorizer blocks can be substituted. If blocks are necessary, then products should be selected that contain the least amount of hazardous materials. Waterless urinals are now more frequently installed, as they conserve water. Consult the manual for these units prior to cleaning or changing filters. Cleaning instructions are generally to spray with product and wipe down, minimizing the introduction of liquid to the unit. Chemically Treated Dust Cloths will not be used. Untreated microfiber cloths are to be used as replacements.

K. HAND SOAP, PAPER, PLASTIC BAGS

A Green Seal certified hand soap is required (Green Seal Standard for Industrial and Institutional Hand Cleaners, GS-41). The use of antimicrobial hand products will be minimized. Paper products should be Green Seal certified (Green Seal Standard for Tissue Paper, GS-01 and Green Seal Standard for Paper Towels and Paper Napkins, GS-09). Product characteristics such as forestry practices and appropriate certifications, whitening and/or bleaching processes, recycled content, postconsumer waste recycled content. Post-industrial and pre-consumer waste recycled content, generated packaging waste and controlled-use dispensing efficiency should be considered. The selected product should meet EPA,

USGBC, Forest Stewardship Council (FSC) and Green Seal guidelines, and should be minimally Elemental Chlorine Free (ECF) and preferably Process Chlorine Free (PCF).

Select toilet tissue dispensers that promote the use of all toilet tissue so that remainders or stub rolls are not discarded. Select hand towel dispensers that regulate the amount dispensed with each pull. Use plastic bags with the highest level of recycled content possible. Trash bags will meet the requirement of the EPA's Comprehensive Procurement Guidelines and GS-42. When possible, select plastic bags that are manufactured from 100% regrind Low Density Polyethylene (LDPE) and have at least 60% post-consumer recycled plastic.

High Density Polyethylene (HDPE) still cannot be effectively recycled. HDPE liners use less plastic because it is stronger than LDPE, so it may be preferable to use HDPE bag for certain applications, and thus generate less overall plastic waste. If LDPE is not sufficient, then use bags that at least have some recycled content but still perform adequately, or minimize bag use. For example, alter office trash collection procedures by emptying the trash out of the liner into the collection container instead of throwing away liners each day. Only remove soiled liners.

L. EMPLOYEE TRAINING

Employee training is critical. Training should be simple, visual, and hands-on and conducted in small groups when possible. Language issues (ESL) should be considered, and translation of relevant materials should be completed when necessary. It is important that supervisors are well-versed in the program, as constant reinforcement will be required after the initial training. Training should highlight health benefits to cleaning workers and building occupants, environmental safety, and similarities to traditional cleaning procedures. (Note: many cleaning procedures are very similar or exactly the same, they just use different products and tools.) Contractor will provide training of personnel in the hazards, use, maintenance and disposal of cleaning chemicals, dispensing equipment and packaging. Documentation of the training sessions, attendees and topics covered needs to be submitted to the appropriate building management personnel.

1. Basic Janitorial Training

- Janitorial workers should receive basic training, including the Green Cleaning specifications delineated in the Green Cleaning Policy.
- An average of 8 hours of training per year is required.

2. Training Specifications

- Safety Data Sheets (SDS).
- Compliance with the Green Seal standard of GS – 37.
- Use and wear of Personal Protective Equipment (PPE).
- Janitors should be informed of product reporting requirements.
- All cleaning products which are not on the GS-37 list must be approved by building management.

3. Provide building management with monthly training logs indicating the attendees and the training topic.

M. OCCUPANT EDUCATION

In many cases, building occupants will not notice any difference in how their building is being cleaned. To the extent that occupants do notice, it can be important to demonstrate to them the health and environmental benefits to switching to a Green Cleaning program, and some of the things they may notice (i.e. minimal product fragrance, brown paper towels, new dispensers, unfinished stone floors, etc.). This education can be easily completed through the appropriate building manager with simple communication tools that can help you foster successful awareness and participation. Tools can include posters, door hangers, email introductions and a table set up in the lobby with details in which occupants can stop by to learn more about the program.

N. REPORTING

Contractor must provide documentation of its comprehensive green cleaning program upon contract award and must also provide written updates, including a record of supply purchases indicating compliance with the GS-37 Standard, equipment purchases and training on at least a quarterly basis.

4. PROPOSAL ACCEPTANCE AND ORDER RELEASES:

County will accept proposals and execute contracts by issue of an MA (Recurring requirements) to be effective on the document's date of issue without further action by either party. MA will document the term of the agreement.

County will order products or services pursuant to an executed MA by issue of DO or DOM documents. DO or DOM documents will be furnished to Contractor via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.**

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

5. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

6. COMPENSATION & PAYMENT:

All pricing will conform to Pima County's Living Wage ordinance (see Exhibit E: Living Wage Certification), including required annual adjustments of the wage.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's Order document.

All Invoice documents will reference the County's DO or DOM under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section II.B.4 defines County's practice regarding discounts for early payment. Contractor proposals the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that proposed and does not exceed the proposed discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated DO or DOM to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may proposal early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: _____% if payment tendered within _____ Days as above

The MA issued to accept Contractor's proposal will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted *Order* for services or products and all freight costs must be included in the proposal Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. County reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Unit prices proposal must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions* and Proposal Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed County's order. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount billed in an untimely manner or which is not conforming to County's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

7. DELIVERY:

As defined by the Standard Terms, "On-Time" delivery is an essential part of the consideration to be given to County under the contract. Delivery will be made in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) referenced on the DO or DOM or contract.

See **Exhibit D: Unit Prices** for service schedule.

8. TAXES, FEES, EXPENSES:

Articles sold to County are exempt from federal excise taxes. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

9. OTHER DOCUMENTS

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 247199 including the Request for Proposal, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Proposal, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

10. INSURANCE:

Contractor will procure and maintain at its own expense insurance policies ("Required Insurance") satisfying the below requirements ("Insurance Requirements") until all of its obligations under this contract have been met. The Insurance Requirements are minimum requirements for this contract and in no way limit Contractor's indemnity obligations under this

contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's requirements.

10.1 **Insurance Coverages and Limits:**

- 10.1.1 **Commercial General Liability (CGL):** Occurrence Form covering liability arising from premises, operations, independent Contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.
- 10.1.2 **Business Automobile Liability:** Coverage for any owned, leased, hired, and/or non-owned vehicles assigned to or used in the performance of this contract with minimum limits not less than \$1,000,000 Each Accident for bodily injury and property damage.
- 10.1.3 **Workers' Compensation (WC) and Employers' Liability:** Arizona Statutory Workers' Compensation benefits. Employers' Liability limits of \$1,000,000 each accident and \$1,000,000 each employee -- disease. In Arizona workers' compensation statutory coverage is compulsory for employers of one or more employees.

10.2 **Additional Coverage Requirements:**

- 10.2.1. **Insurer Financial Ratings:** Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 10.2.2 **Additional Insured:** The General Liability and Business Automobile Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to the County and its Agents as additional insureds, even if they exceed the Insurance Requirements.
- 10.2.3 **Waiver of Subrogation:** Commercial General Liability, Business Automobile and Workers' Compensation insurance coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Contractor.
- 10.2.4 **Primary Insurance:** The Required Insurance policies, with respect to any claims related to this contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.
- 10.2.5 **Subcontractors:** Contractor must either (a) include all Subcontractors as additional insureds under its Required Insurance policies, or (b) require each Subcontractor to separately meet all Insurance Requirements and verify that each Subcontractor has done so. Contractor must furnish, if requested by County, the appropriate insurance certificates for each Subcontractor. Contractor must obtain County's approval of any subcontractor's request to modify the Insurance Requirements as to that Subcontractor.

10.3 **Verification of Coverage:**

- 10.3.1 Contractor must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include in the body of the Certificate:
 - a. The Pima County contract tracking number and Project Name for this contract, which is shown on the first page of the contract,
 - b. A notation of policy deductibles or SIRs relating to the specific policy, and
 - c. Notation that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 10.3.2 Each insurance policy and endorsements must be in effect prior to commencement of work under this contract and remain in effect for the duration of the project. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include the appropriate additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal prior to the renewal date, is a material breach of this contract.
- 10.3.3 **Cancellation Notice:** Each Required Insurance policy must provide that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Contractor must also provide notice to Pima

County within two days of their receipt of notice of a policy suspension, policy cancelation or a material change of coverage of the Required Insurance.

10.4 Approval and Modifications:

The Pima County Risk Manager may approve modifications of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

Contractor will provide County with current executed certificates of insurance within two weeks from when the Notice of Award is issued by County. All certificates of insurance will guarantee the provision of thirty (30) days' prior written notice to County of cancellation, non-renewal or material change.

11. PERFORMANCE BOND:

None

12. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that the following solicitation addenda have been incorporated in its proposal and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
01	02.24.17				
02	03.07.17				

(Remainder of page intentionally left blank)

13. BID/PROPOSAL CERTIFICATION:

PROPOSAL GROUP (Select all that are applicable)

Group 1: Downtown Facilities Group 2: Outlying "A" Facilities Group 3: Outlying "B" Facilities

CONTRACTOR LEGAL NAME: ISS Facility Services, Inc

BUSINESS ALSO KNOWN AS: ISS Facility Services, Inc

MAILING ADDRESS: 4565 S. Palo Verde, Suite 203

CITY/STATE/ZIP: Tucson, AZ 85714

REMIT TO ADDRESS: 4565 S. Palo Verde, Suite 203

CITY/STATE/ZIP: Tucson, AZ 85714

CONTACT PERSON NAME/TITLE: Howard Korn, General Manager

PHONE: 520.514.5422 **FAX:** 520.514.5422

CONTACT PERSON EMAIL ADDRESS: howard.korn@us.issworld.com

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

howard.korn@us.issworld.com

CORPORATE HEADQUARTERS LOCATION:

STREET ADDRESS CITY, STATE, ZIP: 1019 Central Parkway North, Suite 100, San Antonio, TX 78232

By signing and submitting these Proposal Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its proposal, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional proposals that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Contractor's submission of a signed proposal agreement shall constitute a firm proposal and upon the issuance of an MA document by the Pima County Procurement Director or authorized designate a binding contract is formed that will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby proposes to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Proposal Agreement and other documents listed in this Proposal Agreement's Other Documents article.

SIGNATURE: Karon Smedley **DATE:** 03.15.17
Karon Smedley, Vice President West Region

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING PROPOSAL

Approved "As to Form":

Tobin Rosen
Tobin Rosen, Deputy County Attorney

3/15/17
Date

PIMA COUNTY STANDARD TERMS AND CONDITIONS (12/28/16)**1. OPENING:**

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing Offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which are most advantageous to County considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Proposal document determination of the low/lowest bids will be made considering the total bid amount.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of County. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each Offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION and APPLICABLE LAW:

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from County in the form of a properly executed Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo revision or

amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

10. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by County.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price proposal document. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of County.

To mitigate or prevent damages caused by delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

12. SPECIFICATION CHANGES:

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, destination or both by County. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price proposal by Contractor and accepted by County.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse

immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price

named in the Master Agreement or Purchase Order and actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by County in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by County.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by County. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the County Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of County Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

24. ASSIGNMENT:

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

25. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

26. NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by respondent in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records that Contractor submits related to this contract that Contractor believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor prior to submittal to County. Any information marked as CONFIDENTIAL must be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and shall not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten-day period, secured a protective order, injunctive relief, or other appropriate order from a court of competent jurisdiction enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation. Respondent will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and if requested by County a copy of the tooling and documentation will be delivered to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County had given Contractor reasonable time to respond to County's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

County reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of and must be promptly delivered to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, proposal agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

36. BOOKS AND RECORDS:

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed proposal of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that County does not have authority to enter into the Master Agreement or Purchase Order, County is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this contract subjecting Contractor to penalties up to and including suspension or termination of this contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by County, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

44. ISRAEL BOYCOTT CERTIFICATION:

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this contract.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

(End of Exhibit A)

EXHIBIT B: MINIMUM QUALIFICATIONS VERIFICATION FORM (1 PAGE)

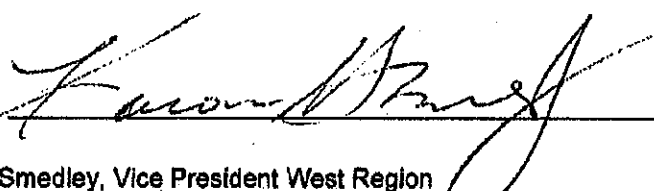
(The Minimum Qualifications Verification Form applies to any and all proposed Groups.)

OFFEROR'S NAME: ISS Facility Services, Inc.

Offeror certifies that they possess the following minimum qualifications and shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* will be cause for the Offeror's proposal to be rejected as *Non-Responsive*.

No.	MINIMUM QUALIFICATION	CHECK if appropriate documents pertaining to this item with the requirement
1	Minimum of five (5) years operating a janitorial service within Pima County.	<input checked="" type="checkbox"/> Yes
2	Must have a current office in Pima County with staff and equipment that are capable of fulfilling the scope of services located in Exhibit A: Offer Agreement . The office must have been in business for at least five (5) years. Submit letter with letterhead showing local address and short history of your company's operation within Pima County. Please make sure to state when your operation in Pima County began.	<input checked="" type="checkbox"/> Yes
3	Must provide a minimum of three (3) professional references (Pima County preferred). Offeror shall provide Attachment 1: Reference Form to their clients and after completion shall return them to the Offeror for Submission. Failure to provide the number of references will cause County to reject the Offeror's proposal as <i>Non-Responsive</i> .	<input checked="" type="checkbox"/> Yes

SIGNATURE: _____


DATE: 03.15.17

Karon Smedley, Vice President West Region

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

(End of Exhibit B)



Exhibit C: Questionnaire

Solicitation No: 247199

Title: Janitorial Services

EXHIBIT C: QUESTIONNAIRE (2 Pages)

(The Questionnaire applies to any and all proposed Groups.)

OFFEROR'S NAME: ISS Facility Services, Inc.

The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria unless otherwise indicated.

A. Cost (0 to 30 points) Will be evaluated and scored by the Procurement Department.

- 1) Fill in all blanks on **Exhibit D: Unit Prices**. Cells with yellow indicate current service level pricing upon which evaluation will be based.

B. Implementation Plan (0 to 15 points)

- 1) Provide a comprehensive implementation plan in written format describing steps to be taken to expand services to meet County needs should you win contract. Include estimated new hires required and other staffing adjustments and equipment purchases as well as equipment on hand and its age. Please include a plan for each Group you propose.
- 2) Emergency services require 1-hour response, sometimes at multiple sites and usually involve special equipment for bio hazard cleanup. Explain how this will be accomplished. Include any use of subcontractors and their capacity, capability.

C. Equipment and Product (0 to 15 points)

- 1) List of common equipment and products you would provide for cleaning services within each Group proposed. Please include cleaning, soap and paper products, carts, vehicles, floor equipment. List of larger equipment should indicate intended use targets (i.e demonstrate you will have adequate equipment to cover each area you are bidding) and if currently owned or would be purchased by July 1st. Only company owned or leased equipment should be listed. Indicate if equipment would be new or used.

D. Operations and Quality Control (0 to 15 points)

- 1) Description of operation should include an organizational chart, a description of how communication between employees and supervision is accomplished, how you know work was done, how you evaluate quality, what records you keep, how you track supply usage, and any revealing facts that demonstrate competence. If you have a green cleaning program explain in depth.

E. Personal Training (0 to 15 points)

- 1) Provide a list of training modules/descriptions you use for training your employees. How much training is required before you allow someone to work unassisted.
- 2) Provide list of current local employees and the level of training they have including certifications or licenses held.
- 3) Provide documented proof of OSHA mandated employee training for chemicals and safety.

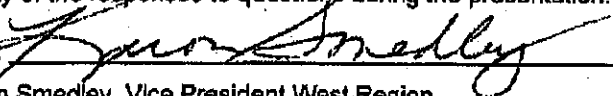
F. Experience (0 to 10 points)

- 1) How many years have current management and your company been providing janitorial services locally and for what corporate and/or government agencies? Include information about types of buildings cleaned.
- 2) What is the number of employees you currently have in Pima County and what is your average turn over per annum with employees?
- 3) Who are key personnel and how will they enhance your services to Pima County?
- 4) What experience do you have with Green Cleaning?

Oral Presentation- (if applicable)

The Commodity/Contracts Officer will notify finalists of the date, time and location of the oral presentations. The presentation will include the demonstration of any function, product or system capability included in the proposal. Points for the oral presentation will be based on presenter's knowledge, effectiveness of communication, experience with similar contracts and the quality of the responses to questions during the presentation.

SIGNATURE: _____



DATE: 03.15.17

Karon Smedley, Vice President West Region

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

(End of Exhibit C)

EXHIBIT D: UNIT PRICES

Line #	GROUP 1: DOWNTOWN FACILITIES Location Overview Employees need security check/clearance	Address	Current Form of Service (days)	Approximate Sq. Ft.	Monthly Pricing for Standard Service	Monthly Pricing for Full Service	Extended Annual	Hours Available to Clean	Day Porter	Potential Weekly Minimum Manhours
DOWNTOWN COMPLEX										
1	Administration West (6 flrs, 1/2 on 5th, shops A & B level)	150 W. Congress	Standard Service M-F	87,400	\$6,677.47	\$10,350.09	\$90,129.70	24 hours	yes	489.0
2	Central Plant	190 W Pennington	Standard Service M-F	6,517	\$1,835.18	\$2,969.52	\$35,994.27	3 pm to 5 pm	yes	
3	Administration Bldg. A Level, Fl. 1-11, B level cafeteria	130 W. Congress	Standard Service M-F	94,000	\$6,593.40	\$10,219.77	\$79,120.82	24 hrs	yes	
4	Superior Court General Cleaning* (11 floors)	110 W. Congress	Offices Standard Service M-F, Courts Full Service	170,000	\$9,705.56	\$15,045.16	\$180,541.95	5 pm to 2 am	yes	
6	B-Level Holding Cells	110 W. Congress	Full Service M-F	2,500	\$1,644.80	\$1,935.18	\$23,222.11	6:30pm to 8:30am		
7	El Presidio Garage RR/Res	165 W. Alameda	2 x week	644	\$792.85	\$1,213.42	\$14,561.10	6 am to 8 pm		
8	Government Center Recycling	Tri-complex locations	2 x week	n/a	\$981.53	n/a	\$11,778.37	6 am to 12 am	yes	
9	Exterior Day Porter (4 hours) Tri-complex, OCH, 33 N Stone, 32 N Stone	Downtown locations	M-F	n/a	\$2,451.47	n/a	\$28,897.63	7 am to 11 am	yes	
LEGAL SERVICES BUILDING (LSB) AREA										
10	Legal Services Building (20 floors, basement)	32 N. Stone	Standard Service M-F	170,000	\$9,229.73	\$14,306.09	\$110,756.81	24 hrs		174.0
11	Legal Services Recycling	LSB Building	1 x week	n/a	\$902.06	n/a	\$10,824.72	24 hrs		
BANK OF AMERICA BUILDING										
12	Bank of America Building (16 floors)	33 N. Stone Ave.	Standard Service M-F	130,000	\$4,024.42	\$6,237.65	\$48,293.05	5 pm to 7 am		169.0
13	Bank of America Building - Private Tenants Ste 850, bank	33 N. Stone Ave.	Full Service M-F	80,000	\$6,865.80	\$8,077.41	\$82,368.61	6 pm to 7 am		
14	Bank of America Building - Recycling	33 N. Stone Ave.	1 x week	n/a	\$622.56	n/a	\$9,871.08	6 pm to 7 am		
PUBLIC WORKS CENTER										
15	County Side (9 floors)	201 N. Stone	Standard Service M-F	122,000	\$4,683.20	\$7,258.99	\$36,198.37	6:30 am to 5 pm	on demand	244.0
17	City Side (6 floors)	201 N. Stone	Full Service M-F	58,000	\$4,502.47	\$5,297.02	\$54,029.64	6:30 am to 5 pm		
18	Public Work Recycling	201 N. Stone	2 x week	n/a	\$902.06	n/a	\$10,824.72			
VARIOUS COUNTY BUILDINGS										
18	Joel Valdez Main Library (4 floors, basement)	101 N. Stone Ave	7 x week full	98,000	\$12,812.02	\$15,072.96	\$180,875.56	closing to 7 am	yes	231.0
19	Joel Valdez Main Library - 8 additional carpet extractions, high traffic areas**	101 N. Stone Ave	8 off month high traffic extractions**		\$1,364.15	\$2,114.43	\$16,915.44	closing to 7 am		0.0
20	School Administration Building (3 floors & a basement)	200 N Stone	Standard Service M-F	23,395	\$2,483.24	\$3,818.02	\$28,858.88	5 pm to 2 am		18.0
21	El Banco Building	801 W Congress	Standard Service M-F	6,130	\$1,279.13	\$1,982.63	\$15,349.57	5 pm to 2 am		11.0
22	County Services Bldg 7 fls, 6th closed, 7th 1/3 closed, basement	240 N Stone	Offices Standard Service M-F, Courts Full Service	295,000	\$15,788.26	\$18,548.55	\$189,195.18	5 pm to 2 am		240.0
23	County Services Bldg Parking Office	230 N Stone	Standard Service M-F	1,600	\$1,140.47	\$1,767.73	\$13,685.96	8 am to 5 pm		2.5
24	County Services Bldg Recycling	240 N Stone	1 X Week		\$785.18	n/a	\$9,421.87	8 pm to 8 am	yes	12.6
25	Total Monthly Cost Listed Above				\$187,786.34					
26	Add'l Services Listed Below Total Yearly Cost (Lines 97 + 446)						\$1,285,436.09			
27	2016-2017 Grand Total Yearly (Line # 25 + #26)						\$1,473,146.47			
Additional Services Per Exhibit A: 3. Product or Service Requirements & Scope										
28	Extra Services Rate Per Hour (includes washing ext grd floor windows)		UPS Monthly	Ext. Annual Usage Qty	Ext. Monthly Usage Qty	Price Month				
29	Extra Services Carpet Cleaning p/sqft			1,440	60	\$1,159.60				
30	Extra Services Hard Floor Strip/Wax p/sqft			60,000	4,012	\$300.90				
31	Minimum Service Charge (special service request call out)			40,000	4,012	\$961.98				
32	Cost for Power Wash of sidewalk p/job sq ft up to 1000 sq ft			120	10	\$900.00				
33	Cost for Power Wash of sidewalk p/job med up to 2500 sq ft			48	4	\$200.00				
34	Cost for Power Wash of sidewalk p/job lg over 2500 - 4000 sq ft			48	4	\$300.00				
35	Complete cleaning of chairs per chair			90	5	\$825.00				
36	Add'l Services Total Monthly Cost (Lines 28 - 35)			3930	300	\$900.00				
37	Add'l Services Total Yearly Cost					\$4,845.48				
Additional Services Per Exhibit A: 3. Product or Service Requirements & Scope										
38	Cost of Power Wash for El Presidio Garage	Fernington St	UPS Each	Approximate Sq Ft	Ext. Qty Per Year	Price Per Year				
38	Cost of Power Wash for A' and B' level at Downtown complex	110-150 W Congress		231,592	1 per annum	\$8,105.72				
40	Cost of Power Wash for Public Works Garage	Alameda St		227,659	1 per annum	\$7,968.42				
41	Cost of Power Wash for B of A Garage	33 N Stone (church st)		238,769	1 per annum	\$8,068.16				
42	Cost of Power Wash for Legal Services Garage	N Scott Ave		11,395	1 per annum	\$345.82				
43	Cost of Power Wash for County Services Garage	220 N Stone		33,400	1 per annum	\$1,803.20				
44	Cost of Power Wash for County Services Entry and Park area	240 N Stone		242,000	1 per annum	\$8,470.00				
45	Add'l Garage Services Total Yearly Cost (lines 38 - 44)			4,800	1 per annum	\$230.40				\$36,888.41

*SAS= Saturdays as scheduled, usually half days

**= Please give price for each cleaning, not monthly

Information provided on this sheet is as close to accurate as possible but the COUNTY cannot guarantee its veracity and recommends verification by vendor

Potential Minimum Weekly Manhours is provided as a guideline but not intended to suggest what the actual hours may be.

Yellow area (shaded) represents current service level. The bid will be evaluated by current service level. Please provide alternate pricing for increased or reduced service level for possible future adjustments.

Green lettering indicates a change in service level for new contract

Red lettering indicates County background checks for employees in these buildings

EXHIBIT D: UNIT PRICES

Line #	GROUP 2: OUTLYING "A" FACILITIES Location: Outlying A Employees need security check clearance	Address	Current Freq. of Service (days)	Approximately Sq. Ft.	Monthly Pricing for Standard Service	Monthly Pricing for Full Service	Extended Annual	Hours Available to Clean	Day Porter hours daily	Potential Weekly Minimum Manhours
1	Adult Probation - Broadway*	8180 E Broadway	Standard Service M-F	12600	\$930.95	\$1,442.97	\$11,171.42	5 pm to 7 am	0	15.75
2	Adult Probation - West*	3781 N Highway Dr #103	Standard Service M-F	5000	\$571.39	\$885.66	\$6,856.71	5 pm to 7 am	0	9
3	Animal Control - HQ complex (site under construction) + one trailer	4000 N Silverbell	Full Service M-S	25900	\$1,478.97	\$1,739.95	\$20,879.52	5 pm to 7 am	0	26
4	Animal Control - 2 trailers Surgery trailer requires escort, rr office only	4000 N Silverbell	Limited Service M-S	4800	\$1,020.84	\$1,582.30	\$12,250.10	8 am to 10 am	2	0
5	Fleet Administration and Shops (tile RR frequent scrubbing)	1291 S Mission Rd	Standard Service M-F	13674	\$2,144.46	\$3,323.92	\$25,733.57	5 pm to 7 am	0	16
6	Transportation Administration	1313 S Mission Rd #9	Standard Service M-F	8300	\$751.17	\$1,164.32	\$9,014.06	5 pm to 7 am	0	12
7	Transportation Administration	1313 S Mission Rd #10	Standard Service M-F	5583	\$1,020.84	\$1,582.30	\$12,250.10	5 pm to 7 am	0	8
8	Transportation Field Engineering	1313 S Mission Rd #11	Standard Service M-F	10524	\$1,290.51	\$2,000.29	\$15,486.13	5 pm to 7 am	0	14.5
9	Transportation Sign Shop	1313 S Mission Rd #14	Standard Service M-F	6105	\$715.22	\$1,108.58	\$8,682.59	5 pm to 7 am	0	8.5
10	RWRD Field Engineering	1313 S Mission Rd #17	3 X week full	2600	\$332.87	\$391.61	\$3,994.45	5 pm to 7 am	0	5.25
11	Superior Ct Warehouses	1313 S Mission Rd #21	Standard Service M-F	700	\$292.73	\$453.74	\$3,512.81	8 am to 4 pm	0	6
12	Transportation parts warehouse (bldg 2 sides, not clean warehouse)	1313 S Mission Rd #24	Standard Service M-F	7186	\$796.12	\$1,233.98	\$9,653.40	8 am to 4 pm	0	11
13	Print Shop Bldg (bldg space 1600 sq ft)	1313 S Mission Rd #27 N	Standard Service M-F	5454	\$472.51	\$732.40	\$5,670.16	8 am to 4 pm	0	8
14	IT Wireless Services Bldg	1313 S Mission Rd #27 S	Standard Service M-F	1600	\$346.67	\$537.33	\$4,160.01	8 am to 4 pm	0	6
15	Transportation traffic shop	1313 S Mission Rd #28	Standard Service M-F	5000	\$661.28	\$1,024.99	\$7,935.39	5 pm to 7 am	0	8
16	Transportation IT office	1313 S Mission Rd #109 conf	Standard Service M-F	1240	\$346.67	\$537.33	\$4,160.01	5 pm to 7 am	0	6
17	Trans - Houghton/Irvington	4751 S Mesquite Ranch	1 X per week full	2040	\$256.46	\$301.72	\$3,077.57	5 pm to 7 am	0	3
18	Mt. Lemmon Comfort Station at Community Center	12949 N Sabino Canyon Prk	7 x per week RR	Rest Rm Only	\$1,155.68	\$1,791.30	\$13,868.11	24 hrs	0	17
19	Jackson Re-Employment Center (includes exterior classrooms)	400 E 26th Street	Standard Service M-F	6500	\$616.34	\$955.32	\$7,398.05	5 pm to 7 am	0	9
20	Las Artes Learning Center (shop, showrm clean by students 10k sq ft)	23 W. 27th Street	Full Service M-F	14000	\$867.72	\$1,020.84	\$12,250.10	5 pm to 7 am	0	16
21	Lindsey Education Center (includes inner courtyard)	1602 S 3rd Ave	Standard Service M-F	3000	\$382.62	\$593.07	\$4,591.48	5 pm to 7 am	0	6
22	U of A Cooperative Extension	4220 N. Campbell	Standard Service M-F	8000	\$751.17	\$1,164.32	\$9,014.06	5 pm to 7 am	0	11
23	Vocational High School	5025 W. Ina Rd.	Standard Service M-F	5000	\$1,020.84	\$1,582.30	\$12,250.10	5 pm to 7 am	0	8
24	Catalina CCS Community Services, (clothes bank closed)	3535 E. Hawser	Standard Service M-F	2600	\$400.60	\$620.93	\$4,807.22	5 pm to 7 am	0	6.5
25	Health Catalina PCHD Services (1/2 bldg closed)	3535 E. Hawser	Full Service M-F, SAS*	1800	\$485.68	\$571.39	\$6,856.71	5 pm to 7 am	0	7.5
26	Health Pima County East Side 4 suites plus Recorders offices	6920 E. Broadway	Full Service M-S	11000	\$1,593.58	\$1,874.79	\$22,497.54	5 pm to 7 am	0	20.5
27	Health-North Side Clinic	3550 N. 1st	Full Service M-F, SAS*	8550	\$1,326.15	\$1,560.18	\$18,722.16	5 pm to 7 am	0	16.5
28	Health WIC - Romero Rd.	4500 N. Romero Rd.	Full Service M-F, SAS*	2440	\$600.29	\$706.23	\$8,474.72	5 pm to 7 am	0	7.5
29	Northwest Judicial Center*	4955 N Shamrock Pl	Standard Service M-F	8,141	\$975.90	\$1,512.84	\$11,710.76	5 pm to 7 am	0	9.5
30	Sheriff Catalina Substation*	16134 N. Oracle Rd.	2 X week full, tu, fri	700	\$180.06	\$211.83	\$2,160.70	5 pm to 7 am	0	5
31	Sheriff Nantini Govt. Center*	7300 N. Shannon Rd.	Standard Service M-S	4500	\$616.34	\$955.32	\$7,398.05	5 pm to 7 am	0	6
32	Sheriff Picture Rocks*, no key	6265 N. Sandoz Rd.	Standard Service M-F, late afternoon	1700	\$796.12	\$1,233.98	\$9,653.40	before 4 pm	0	9
33	Sheriff Rincon Substation*	8999 Tanque Verde	Standard Service M-F	5400	\$526.45	\$815.99	\$6,317.37	5 pm to 7 am	0	8
34	Library Bear Canyon (4 times yr full carpet extraction)	8559 E. Tanque Verde	Full Service 7 days	14000	\$2,243.03	\$2,638.86	\$31,666.30	closing to 8 am	0	38.86
35	Library Catalina cs (4 times yr full carpet extraction)	15560 N. Oracle Rd.	Full Service M-S	2400	\$485.68	\$571.39	\$6,856.71	closing to 8 am	0	8
36	Library El Rio (4 times a yr full carpet extraction)	1390 W Speedway Blvd	Full Service M-F	1300	\$495.68	\$571.39	\$6,856.71	closing to 8 am	0	12
37	Library Flowing Wells (4 times yr full carpet extraction)	1730 W. Wetmore	Full Service 7 days	9000	\$905.92	\$1,065.79	\$12,789.44	closing to 8 am	0	18.56
38	Library Himmel Park (4 times yr full carpet extraction)	1035 N. Treat	Full Service 7 days	6500	\$905.92	\$1,065.79	\$12,789.44	closing to 8 am	0	22.04
39	Library Martha Cooper (4 times yr full carpet extraction)	1377 N. Catalina	Full Service 7 days	7700	\$1,173.34	\$1,380.40	\$16,594.81	closing to 8 am	0	18.55
40	Library Nantini (4 times yr full carpet extraction)	7300 N. Shannon Rd.	Full Service 7 days	16000	\$2,243.03	\$2,638.86	\$31,666.30	closing to 8 am	0	44.65
41	Library Oro Valley (clean patios weekly) (4 times yr full carpet extraction)	1305 W Naranja Dr.	Full Service 7 days	24,752	\$3,312.72	\$3,897.32	\$46,767.79	closing to 8 am	0	57.42
42	Library River Center (4 times yr full carpet extraction)	5605 E. River Rd.	Full Service 7 days	9400	\$1,333.79	\$1,569.17	\$18,830.03	closing to 8 am	0	25.24
43	Library Sam Lena (4 times yr full carpet extraction)	1607 S. 6th Avenue	Full Service M-S, RR noon	7700	\$1,402.56	\$1,650.07	\$19,800.84	closing to 8 am	1	16
44	Library Wheeler Tall Abbott (4 times yr full carpet extraction)	7800 N. Shiner Dr.	Full Service 7 days	20000	\$2,243.03	\$2,638.86	\$31,666.30	closing to 8 am	0	46.4
45	Library Wilmot Branch (clean patios weekly) (4 times yr full carpet extraction)	530 N. Wilmot Rd.	Full Service 7 days	22066	\$2,510.45	\$2,953.47	\$35,441.67	closing to 8 am	0	44
46	Library Woods Branch (4 times yr full carpet extraction)	3455 N. 1st Avenue	Full Service 7 days	10000	\$1,708.18	\$2,009.62	\$24,115.55	closing to 8 am	0	30.16
47	WWM - Richey Rd. Operation	3390 N. Richey Rd.	Standard Service M-F	7500	\$886.01	\$1,373.31	\$10,632.08	12 pm to 5 pm	0	13.5
48	WWM - Field Office Operations	3355 N Dodge	Standard Service M-F	4000	\$697.24	\$1,080.72	\$8,366.86	2 pm to 6 pm	0	12
49	WWM ROMP Lab WESC	2955 W Calle Agua Nueva	Full Service M-F	40,000	\$3,159.91	\$3,717.54	\$37,918.87	5 pm to 7 am	0	55
50	WWM WESC addition U of A	2959 W Calle Agua Nueva	Full Service M-F	21,932	\$1,249.75	\$1,470.29	\$14,996.96	5 pm to 7 am	0	29
51	WWM Mt. Lemmon RWRD, building (1 of 2 sites), no key	12633 N Sabino Canyon	one time per week, day	132	\$238.80	\$370.14	\$2,865.60	8 am to 3 pm	0	2

EXHIBIT D: UNIT PRICES

52	WWM Mt. Lemmon RWRD, trailer (2 of 2 sites), no key	12633 N Sabino Canyon	one time per week, day	350	\$238.80	\$370.14	\$2,855.60	8 am to 3 pm	0	2
53	WWM Regional WW Office	4527 Walker Rd	Standard Service M-F	10,000	\$1,155.68	\$1,791.30	\$13,858.11	5 pm to 7 am	0	14
54	WWM Tres Rios Plant Adm	7101 N Casa Grande	Standard Service M-F	8179	\$1,245.57	\$1,930.63	\$14,946.79	2 pm to 6 pm	0	12
55	WWM Tres Rios Plant Headworks, #9, #60, #23, #34	7101 N Casa Grande	Standard Service M-F	1653	\$796.12	\$1,233.98	\$9,553.40	2 pm to 6 pm	0	7
56	WWM - Operations trailer A	3233 N Dodge Blvd	Standard Service M-F	1680	\$436.56	\$676.66	\$5,238.69	2 pm to 6 pm	0	7
57	WWM - Operations trailer B	3233 N Dodge Blvd	Standard Service M-F	1680	\$454.19	\$703.99	\$5,450.24	2 pm to 6 pm	0	9
58	Ellie Townsen Community Center	1660 Wetmore Rd	floors only 2x Yr**	16,401	\$2,706.17	\$4,194.56	\$5,412.34	8am to 5 pm	0	0
59	picture rocks community center	5615 N Sanders rd	floors only 2x Yr**	3,463	\$692.60	\$1,073.53	\$1,385.20	8 am to 5 pm	0	0
60	Catalina Community Ctr	16562 N Oracle Rd	floors only 2x Yr**	2,274	\$454.80	\$704.94	\$909.60	8 am to 5 pm	0	0
61	Library Bear Canyon 8 additional carpet extractions in high traffic areas	8559 E. Tanque Verde	8 off month high traffic extractions**	14000	\$420.00	n/a	\$3,360.00	closing to 8 am		
62	Library Catalina 8 additional carpet extractions in high traffic areas	15580 N. Oracle Rd.	8 off month high traffic extractions**	2400	\$200.00	n/a	\$1,600.00	closing to 8 am		n/a
63	Library Flowing Wells 8 additional carpet extractions in high traffic areas	1730 W. Wetmore	8 off month high traffic extractions**	5000	\$125.00	n/a	\$1,000.00	closing to 8 am		n/a
64	Library Himmel Park 8 additional carpet extractions in high traffic areas	1035 N. Treat	8 off month high traffic extractions**	6500	\$195.00	n/a	\$1,560.00	closing to 8 am		n/a
65	Library Martha Cooper 8 additional carpet extractions in high traffic areas	1377 N. Catalina	8 off month high traffic extractions**	7700	\$240.00	n/a	\$1,920.00	closing to 8 am		n/a
66	Library Nanini 8 additional carpet extractions in high traffic areas	7300 N. Shannon Rd.	8 off month high traffic extractions**	16000	\$480.00	n/a	\$3,840.00	closing to 8 am		n/a
67	Library Ora Valley 8 additional carpet extractions in high traffic areas	1305 W Naranja Dr.	8 off month high traffic extractions**	24,752	\$620.00	n/a	\$4,960.00	closing to 8 am		n/a
68	Library River Center 8 additional carpet extractions in high traffic areas	5605 E. River Rd.	8 off month high traffic extractions**	9400	\$282.00	n/a	\$2,725.00	closing to 8 am		n/a
69	Library Sam Lena 8 additional carpet extractions in high traffic areas	1607 S. 6th Avenue	8 off month high traffic extractions**	7700	\$200.00	n/a	\$1,600.00	closing to 8 am		n/a
70	Library Wheeler Taft Abbott 8 additional carpet extractions in high traffic areas	7800 N. Shisler Dr.	8 off month high traffic extractions**	20000	\$450.00	n/a	\$3,600.00	closing to 8 am		n/a
71	Library Wilmot Branch 8 additional carpet extractions in high traffic areas	530 N. Wilmot Rd.	8 off month high traffic extractions**	22066	\$690.00	n/a	\$5,520.00	closing to 8 am		n/a
72	Library Woods Branch 8 additional carpet extractions in high traffic areas	3455 N. 1st Avenue	8 off month high traffic extractions**	10000	\$313.00	n/a	\$2,504.00	closing to 8 am		n/a
73	Total Monthly Cost Service Listed Above				\$65,508.06					
74	Total Yearly Cost Listed Above						\$786,096.73			
75	Add'l Services Listed Below Total Yearly Cost (Line#86)						\$60,236.40			
76	Grand Total Yearly (Line # 73 + #74)						\$846,333.13			
	Additional Services Per Exhibit A: 3. Product or Service Requirements & Scope			UPS Monthly	Est. Annual Usage Q'ty	Est. Monthly Usage Q'ty	Price Month			
77	Extra Services Rate Per Hour (includes washing ext grnd floor windows)			\$19.31	1440	120	\$2,317.20			
78	Extra Services Carpet Cleaning p/sqft			\$0.08	50000	4,167	\$312.50			
79	Extra Services Hard Floor Strip/Wax p/sqft			\$0.17	40000	3,333	\$550.00			
80	Minimum Service Charge (special service request call out)			\$50.00	240	20	\$1,000.00			
81	Cost for Power Wash of sidewalk p/job sm up to 1000 sq ft			\$50.00	36	3	\$150.00			
82	Cost for Power Wash of sidewalk p/job mdm up to 2500 sq ft			\$75.00	36	3	\$225.00			
83	Cost for Power Wash of sidewalk p/job lg over 2500 - 4000 sq ft			\$125.00	36	3	\$375.00			
84	Complete cleaning of chairs per chair			\$3.00	360	30	\$90.00			
85	Add'l Services Total Monthly Cost (Lines 77 - 84)						\$5,019.70			
86	Add'l Services Total Yearly Cost (Lines #85 x 12)						\$60,236.40			

SAS* = Saturdays as scheduled, usually half days

** = Please give price for each cleaning, not monthly

Information provided on this sheet is as close to accurate as possible but the COUNTY cannot guarantee its veracity and recommends verification by vendor

Potential Minimum Weekly Manhours is provided as a guideline but not intended to suggest what the actual hours may be.

Yellow area (shaded) represents current service level. The bid will be evaluated by current service level. Please provide alternate pricing for increased or reduced service level for possible future adjustments.

Green lettering indicates a change in service level for new contract

Red lettering indicates County background checks for employees in these buildings

EXHIBIT D: UNIT PRICES

Line #	GROUP 3: OUTLYING "B" FACILITIES Location: Outlying B *Employees need security check clearance	Address	Current Freq. of Service (days)	Approximately Sq. Ft.	Monthly Pricing for Standard Service	Monthly Pricing for Full Service	Extended Annual	Hours Available to Clean	Day Porter daily hours	Potential Weekly Minimum Manhours
1	Adult Probation - Ajo Way *	2695 E. Ajo Way	Standard Service M-F	26,900	\$2,098.12	\$3,252.09	\$25,177.49	5 pm to 7 am		31
2	Kino Service Center	2797 E. Ajo Way	Standard Service M-F	28,400	\$2,526.43	\$3,915.97	\$30,317.21	5 pm to 7 am		28
3	Veterans Center	2801 E. Ajo Way	Full Service M-F	5,300	\$654.81	\$770.36	\$9,244.37	5 pm to 7 am		9.5
4	Forensic Science Center (do not clean autopsy, 677 sq ft)	2825 Dist. Street	Full Service M-F	7,023	\$836.84	\$984.52	\$11,814.23	4 pm to 8 pm		15.5
5	Abrams Building (floors 1-3, w/o UA Clinic)	3950 S. Country Club Road	Standard M-F, monthly scrub RR floors, SAS*	104,895	\$13,175.66	\$20,422.27	\$158,107.88	5 pm to 7 am	4 hrs	32
6	Health TB Clinic - Abrams grounds	2980 E. Ajo Way	Full Service M-F	3,520	\$472.78	\$556.21	\$6,674.52	5 pm to 7 am		9
7	Juvenile Court County Attorney Office*	2335 E. Ajo Way	Standard Service M-F	8,900	\$727.53	\$1,127.66	\$8,730.40	5 pm to 7 am		9
8	Juvenile Court Public Defenders Office*	2337 E. Ajo Way	Standard Service M-F	5,400	\$856.03	\$1,326.84	\$10,272.92	5 pm to 7 am		9
9	Juvenile Court Center*, keys held at dispatch, require lic. Be left	2225 E. Ajo Way	See Individual building, scrub RR floors monthly	120,104	\$16,524.80	\$20,015.78	\$198,295.25	5 pm to 7 am		156
9a	Building J&K Court Building, lobby wipe down furniture daily	2225 E. Ajo Way	Full Service M-F, SAS*	104,684				5 pm to 7 am	5 hrs	n/a
9b	Building M Training Center	2225 E. Ajo Way	Full Service M-F	5,508				5 pm to 7 am	2hrs	n/a
9c	Building N&O CREW Modular	2225 E. Ajo Way	Standard Service M-F	3,350				5 pm to 7 am		n/a
9d	Building JIPS ADJG - Dispatch	2225 E. Ajo Way	Standard Service M-F	5,592				5 pm to 7 am		n/a
9e	POD 1000 ACES	2225 E. Ajo Way	Standard Service M-F	950				5 pm to 7 am		n/a
10	Childrens Advocacy Center (2 floors)	2328 E. Ajo Way	Standard Service M-F	21,460	\$1,447.09	\$2,243.00	\$17,385.12	5 pm to 7 am		21
11	Sheriff San Xavier*, no key	2546 E. Ajo Way	Standard Service M-F, daytime	6,800	\$513.36	\$795.74	\$6,160.54	8 am to 5 pm		14.5
12	Sheriff Robles Junction Station*, no key	16140 W. Ajo Way	Tuesdays, daytime, full service	1,350	\$254.34	\$299.22	\$3,052.08	8 am to 4 pm call		15
13	Sheriff Shooting Range*, keys at reception	10001 S. Rita Rd	Full Service M-F, daytime	5,500	\$1,200.90	\$1,412.83	\$14,410.85	8 am to 5 pm		29
14	Sheriff Hanger *, no key	1840 E. Valencia	2 X Week full, Tu, Fri, daytime	10,000	\$472.78	\$556.21	\$5,673.34	8 am to 5 pm		22
15	Sheriff Property & Evidence*, no key	1600 E. Benson Hwy	Standard Service M-F, daytime	2,000	\$556.21	\$862.12	\$6,674.52	8 am to 5 pm		6.5
16	Sheriff Green Valley*	601 La Canada	Standard Service M-F	4,000	\$513.38	\$795.74	\$6,160.54	5 pm to 7 am		10
17	Judicial Courts Green Valley Govt. Center *	601 La Canada	Standard Service M-F	4,286	\$513.38	\$795.74	\$6,160.54	5 pm to 7 am		10
18	Health Green Valley Clinic, Sup#4, Constable, PC Attys	601 N. La Canada	5 x per week full	2,950	\$472.78	\$556.21	\$6,674.52	5 pm to 7 am		9.5
19	Library Green Valley (4 times yr full carpet extraction)	601 N. La Canada Dr.	Full Service 7 days	13,800	\$1,710.58	\$2,012.46	\$24,149.55	closing to 8 am		30.74
20	Library Arivaca (4 times yr full carpet extraction)	5th Street	5 x per week full	2,200	\$654.81	\$770.36	\$9,244.37	closing to 8 am		15
21	Library Columbus Branch (4 times yr full carpet extraction)	4350 E. 22nd Street	Full Service 7 days	14,988	\$1,892.62	\$2,226.62	\$28,719.41	closing to 8 am		32.48
22	Library El Pueblo (4 times yr full carpet extraction)	101 W. Irvington Rd.	5 x per week full	3,700	\$472.78	\$556.21	\$6,674.52	closing to 8 am		12
23	Library Mission Branch (4 times yr full carpet extraction)	3770 S. Mission Rd.	Full Service 7 days	10,000	\$1,382.94	\$1,626.98	\$19,523.80	closing to 8 am		31.9
24	Library Guadalupe Douglas (4 times yr full carpet extraction)	1565 E. 36th Street	Full Service 7 days	10,600	\$1,382.94	\$1,626.98	\$19,523.80	closing to 8 am		32.48
25	Library Sahuarita at CS (4 times yr full carpet extraction)	725 W. Via Rancho Sahuarita	5 x per week full	7,500	\$654.81	\$770.36	\$9,244.37	closing to 8 am		14
26	Library Santa Rosa (4 times yr full carpet extraction)	1075 S. 10th Ave.	5 x per week full	7,500	\$654.81	\$770.36	\$9,244.37	closing to 8 am		14
27	Library Valencia Branch (4 times yr full carpet extraction)	202 W. Valencia Rd.	Full Service 7 days	17,700	\$2,147.47	\$2,526.43	\$30,317.21	closing to 8 am		41.5
28	Health dept warehouse	1505 Apache Park Pl	Standard Service M-F, late afternoon, no key	1484	\$342.06	\$530.18	\$4,104.66	3pm to 5 pm		7.5
29	Records Warehouse (bldg 17500, only clean front offices)	1640 E. Benson Hwy	Standard Service M-F	3,555	\$472.72	\$662.96	\$5,132.60	5 pm to 7 am		7.5
30	Elections Building - Elections side, no key	6550 S. Country Club	Standard Service M-F, daytime	33,500	\$1,155.84	\$1,791.56	\$13,870.12	8 am to 5 pm		19
31	Elections Building - Recorders side, no key	6550 S. Country Club	Only when in use, during elections, daily full	33,500	\$472.78	\$556.21	\$5,673.34	8 am to 5 pm		19
32	PC WIN - PECOC (clean patio weekly)	3434 22nd St.	Full Service M-F, EOC after each use	35,000	\$3,021.22	\$3,554.38	\$42,652.52	24 hrs	4 hrs	24
33	Health T Lee Clinic	1493 Commerce Blvd	Full Service M-F, SAS*	12,000	\$1,584.97	\$1,841.14	\$22,093.66	5 pm to 7 am		22
34	Health-Walter Rogers Clinic / Vocational HS	175 W. Irvington	Full Service M-F, SAS*	7,300	\$1,018.87	\$1,198.87	\$14,384.09	5 pm to 7 am		12
35	Corona de Tucson WW	1100 W Sahuarita Rd, Vail	2 x per week (T,Fri), no key early afternoons	1,200	\$384.89	\$596.57	\$4,618.63	12 pm to 3 pm		5
36	Avra Valley WW #2 offices old building	10000 W Snyder Hill Rd	2 x per week (T,Fri), no key early afternoons	1,166	\$384.89	\$596.57	\$4,618.63	12 pm to 3 pm		12.5
37	Avra Valley WW #1 offices new building	10000 W Snyder Hill Rd	2 x per week (T,Fri), no key early afternoons	3,100	\$384.89	\$596.57	\$4,618.63	12 pm to 3 pm		12.5
38	Green Valley RWRD	19600 Old Nogales Hwy	2 x per week (T,Fri), no key early afternoons	4,490	\$521.94	\$803.01	\$5,263.34	12 pm to 3 pm		23
39	Randolph Park RWRD	3805 E 22nd St	1 x per month, call for entry	1,204	\$461.98	\$716.07	\$5,543.78	8am to 5 pm		16
40	Drexel Heights Rec	5220 S San Joaquin Blvd	floors only 2x Yr**	1,937	\$387.40	\$600.47	\$774.80	5 pm to 7 am		0
41	Littletown Recreation Center	6465 S Craycroft	floors only 2x Yr**	1,380	\$250.00	\$387.50	\$500.00	5 pm to 7 am		0
42	Ajo Courthouse*	111 La Mina	Full Service M-F	8500	\$1,172.93	\$1,379.92	\$16,559.06	5 pm to 7 am		19
43	Health Bldg.	120 Estrella	Full Service M-F	2600	\$679.34	\$789.22	\$9,590.67	8 pm to 8 am		11
44	Sheriff's Office*	1258 Well Rd.	3 per week full	3500	\$551.92	\$649.31	\$6,623.00	8 pm to 8 am		6
45	Salazar Ajo Library (4 times yr full carpet extraction)	33 Plaza Street (Ajo Plaza)	Full Service M-S	4950	\$918.09	\$1,080.10	\$12,961.25	5 pm to 7 am		16.5
46	Park & Rec. Recreation Center	290 5th St	floors only 2x Yr**	6,000	\$1,400.00	\$2,170.00	\$2,500.00	Daytime weekends		0
47	Courthouse Flag Services	111 La Mina	5 x per week	N/A	\$692.67	\$1,073.94	\$8,312.02	24 hrs		1.25
48	Fueling Station - replace paper only	Well Rd	2 X per week, paper only	N/A	\$221.07	\$342.67	\$2,652.89	24 hrs		0

EXHIBIT D: UNIT PRICES

49	Library Green Valley 8 additional carpet extractions in high traffic areas	601 N. La Canada Dr.	8 off month high traffic extractions**	13,800	\$300.00	n/a	\$2,400.00	closing to 8 am	n/a
50	Library Arivaca 8 additional carpet extractions in high traffic areas	5th Street	8 off month high traffic extractions**	2,200	\$300.00	n/a	\$2,400.00	closing to 8 am	n/a
51	Library Columbus Branch 8 additional carpet extractions in high traffic areas	4350 E. 22nd Street	8 off month high traffic extractions**	14,988	\$318.00	n/a	\$2,544.00	closing to 8 am	n/a
52	Library El Pueblo 8 additional carpet extractions in high traffic areas	101 W. Irvington Rd.	8 off month high traffic extractions**	3,700	\$75.00	n/a	\$600.00	closing to 8 am	n/a
53	Library Mission Branch 8 additional carpet extractions in high traffic areas	3770 S. Mission Rd.	8 off month high traffic extractions**	10,000	\$250.00	n/a	\$2,000.00	closing to 8 am	n/a
54	Library Quince Douglas 8 additional carpet extractions in high traffic areas	1585 E. 36th Street	8 off month high traffic extractions**	10,800	\$250.00	n/a	\$2,000.00	closing to 8 am	n/a
55	Library Sahuarita 8 additional carpet extractions in high traffic areas	725 W. Via Rancho Sahuarita	8 off month high traffic extractions**	7,500	\$150.00	n/a	\$1,200.00	closing to 8 am	n/a
56	Library Santa Rosa 8 additional carpet extractions in high traffic areas	1075 S. 10th Ave.	8 off month high traffic extractions**	7,500	\$150.00	n/a	\$1,200.00	closing to 8 am	n/a
57	Library Valencia Branch 8 additional carpet extractions in high traffic areas	202 W. Valencia Rd.	8 off month high traffic extractions**	17,700	\$375.00	n/a	\$3,000.00	closing to 8 am	n/a
58	Total Monthly Cost Service Listed Above				\$74,989.06				
59	Total Yearly Cost Listed Above						\$899,868.68		
60	Add'l Services Listed Below Total Yearly Cost (Line#73)						\$55,136.40		
61	Grand Total Yearly (Line # 59 + #60)						\$955,005.08		
	Additional Services Per Exhibit A: 3. Product or Service Requirements & Scope			UPS Monthly	Est. Annual Usage Qty	Est. Monthly Usage Qty	Price Month		
62	Extra Services Rate Per Hour (includes washing ext grnd floor windows)			\$19.31	1440	120	\$2,317.20		
63	Extra Services Carpet Cleaning p/sqft			\$0.08	50000	4,167	\$312.50		
64	Extra Services Hard Floor Strip/Wax p/sqft			\$0.17	40000	3,333	\$550.00		
65	Minimum Service Charge (special service request call out)			\$50.00	120	10	\$500.00		
66	Cost for Power Wash of sidewalk p/job sm up to 1000 sq ft			\$50.00	36	3	\$150.00		
67	Cost for Power Wash of sidewalk p/job mdm up to 2500 sq ft			\$75.00	36	3	\$225.00		
68	Cost for Power Wash of sidewalk p/job lrg over 2500 - 4000 sq ft			\$125.00	36	3	\$375.00		
69	Cost for Power Wash, gum removal of front and rear entry Juvenile Courts			\$37.50	12	1	\$37.50		
70	Cost for Power Wash, gum removal entry Training Ctr. JIPS Juvenile			\$37.50	12	1	\$37.50		
71	Complete cleaning of chairs per chair			\$3.00	360	30	\$90.00		
72	Add'l Services Total Monthly Cost (Lines 62-71)						\$4,594.70		
73	Add'l Services Total Yearly Cost (Lines #72 x 12)						\$55,136.40		

SAS* = Saturdays as scheduled, usually half days

** = Please give price for each cleaning, not monthly

Information provided on this sheet is as close to accurate as possible but the COUNTY cannot guarantee its veracity and recommends verification by vendor.

Potential Minimum Weekly Manhours is provided as a guideline but not intended to suggest what the actual hours may be.

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Green lettering indicates a change in service level for new contract

Red lettering indicates County background checks for employees in these buildings

EXHIBIT E: LIVING WAGE CERTIFICATION (4 Pages)

(The Living Wage Certification applies to any and all proposed Groups.)

Living Wage Requirement

This solicitation is subject to the Pima County living wage requirements as provided in the Pima County Procurement Code section 11.38 which specifies that a living wage requirement be included in County contracts for specific services.

Contractors entering into eligible contracts with Pima County for the covered services shall pay a living wage to their eligible employees for the hours expended providing services to Pima County. Eligible employees shall receive a wage not less than \$12.05 per hour. A contractor may pay its eligible employees a wage of no less than \$10.73 per hour if the contractor provides health benefits with a monthly value at least as high as the difference between that wage and a monthly wage based on \$12.05 per hour. A copy of section 11.38 of the Procurement Code is attached for your review and complete compliance. Contractors shall include all costs necessary for complete compliance to the living wage requirement.

In bid preparation, Contractors will need to consider the possibility of increased administrative costs. The following is a brief description of key Living Wage reporting requirements. These are not limited to but include:

One time reports: Due at the beginning term of each contract/renewal

- >Payroll calendar
- >Certificate of Living Wage Payments Form
- > Master Listing of employees eligible to work on Pima County jobs
- >Listing of Subcontractors to be used (if applicable)

Staffing Plans, Including Subcontractors (work schedules): Due **prior** to work performed to enable the Compliance Officer to rate check and interview employees; *If there is not sufficient time prior to performing work, then a plan must be submitted as soon as possible after work is performed:*

- >Name of employee(s) who will be working
- >Where work is performed
- >Approximate time-frame work will be performed
- >Total approximate hours to be worked
- >Revised plan IF any information changed from the original staffing plan

Payroll Reports: Must be provided to the Compliance Officer 7 days after EVERY pay period

- >Statement of Compliance
- >Payroll Summary Reports:
 - Name of all employees on a Pima County job
 - Total hours worked/rate of pay/gross pay/paycheck number
 - Support documentation for this information
 - Signed "Statement of Compliance" even if no payroll performed

Subcontracted Labor (if applicable): Packets are required to be submitted to Pima County's Compliance Officer as soon as the Subcontractor is issued payment. This includes:

- >A letter signed by subcontractor indicating that laborers associated with the work billed on their attached invoice were paid at or above the Living Wage required rate
- >the check # and date which this invoice was paid should be noted
- >Attach the appropriate staffing plans (work schedules) of the subcontractor to this invoice.
 - The subcontractor employee payroll check# needs to be noted beside their employee (s) name

Chapter 11.38 - PIMA COUNTY LIVING WAGE**Sections:****11.38.010 - Conditions for use.**

Employees of contractors entering into eligible contracts with Pima County for covered services shall be paid a living wage by said contractors for the hours expended providing services to the county as provided in this chapter.

(Ord. 2002-1 § 1 (part), 2002)

11.38.020 - Eligible contract.

An eligible contract shall be a contract awarded by the county having an estimated cost in excess of the bid threshold, the aggregate dollar amount, provided for in ARS §§ 11-254.01 and 41-2535 for covered services except for the following:

- A. Contacts under which federal or state regulations preclude the applicability of a living wage;
- B. Contracts involving programs where the county shares management authority with other jurisdictions, and intergovernmental and cooperative agreements;
- C. Contracts impacted by bond covenants, grant restrictions, governmental regulations; and
- D. Contracts for job training and youth or summer employment programs.

(Ord. 2003-36 § 1, 2003; Ord. 2002-1 § 1 (part), 2002)

11.38.030 - Covered services

Covered services are:

- A. Facility and building maintenance
- B. Refuse collection and recycling
- C. Temporary employee services
- D. Janitorial and custodial
- E. Landscape maintenance and weed control
- F. Pest control
- G. Security
- H. Moving services

(Ord. 2003-36 § 1, 2003; Ord. 2002-1 § 1 (part), 2002)

11.38.040 - Eligible employee

Any person employed by a contractor holding an eligible contract with the county who:

- A. Is not a person who provides volunteer services that are uncompensated except for reimbursement of expenses such as meals, parking or transportation.
- B. Expends chargeable time providing services to the county and on county property; and
- C. Is at least sixteen (16) years of age.

(Ord. 2002-1 § 1 (part), 2002)

11.38.050 - Wages.

- A. Eligible employees shall receive a wage of not less than nine dollars (\$9.00) per hour.
- B. This rate shall be automatically adjusted each successive year based upon Consumer Price Index, Western Region.
- C. If the contract is subject to a prevailing wage requirement or union agreement, the higher wage shall apply.

- D. A contractor may request that it be allowed to pay its eligible employees a wage of no less than eight dollars (\$8.00) per hour if the contractor provides health benefits with a monthly value at least as high as the difference between a monthly wage based on nine dollars (\$9.00) per hour and the requested monthly wage of no less than eight dollars (\$8.00) per hour. Proof of said benefits shall be provided at the time of bid or proposal submission, or, as the county may require, in accordance with notification by the county of its intent to award a contract.

(Ord. 2002-1 § 1 (part), 2002)

11.38.060 - Compliance.

The county procurement director shall monitor compliance, including the investigation of claimed violations, and promulgate administrative rules and regulations to implement and enforce this article. In the event of any violation of the provisions set forth in this chapter, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The provisions in eligible contracts may allow any one or more of the following remedies in the event of a written determination of a noncompliance:

- A. A penalty imposed by the county in the amount of \$50.00 for each incidence of a noncompliance for each day of noncompliance and/or each day it continues.
- B. Suspension of further payments on the contract until the violation has ceased.
- C. Suspension and/or termination of the contract for cause.
- D. Debar or suspend the contractor or subcontractor from future county contracts pursuant to Chapter 11.28.

Protests or appeals of the remedies for noncompliance shall be handled under Chapter 11.20.

(Ord. 2002-1 § 1 (part), 2002)

11.38.070 - Records.

- A. The contractor or subcontractor shall make its records available for inspection, copying, or transcription by authorized representatives of the county procurement department, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or make them available, the county procurement director may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Chapter 11.28.
- B. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period for three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each eligible employee, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- C. The contractor shall submit a payroll record for all eligible employees to the procurement director within seven days from the end of the payroll period. The payrolls submitted shall set out accurately and completely all the information required to be maintained under subparagraph (b) of this section.

(Ord. 2002-1 § 1 (part), 2002)

11.38.080 - Reporting.

On or about December 1, 2002, and every year thereafter, the county procurement director shall file an annual report on compliance with the county administrator and the board of supervisors. (Ord. 2002-1 § 1 (part), 2002)

CERTIFICATION OF LIVING WAGE PAYMENTS

This firm certifies that it will meet all specifications, terms, and conditions contained in the Living Wage Contract Ordinance; **AND** that if labor is subcontracted, subcontractors will be held to the exact terms that are required of this firm.

Yes X No _____ If no, you must explain all deviations in writing.

Company Name: ISS Facility Services, Inc.

Description of Services: Cleaning Services

Job Location: Pima County Municipal Buildings, Tucson, Arizona

(PLEASE CHECK ONE(S) THAT APPLY)

I do hereby agree to pay all eligible employees working on the above listed contract at least twelve dollars and five cents (\$12.05) per hour.

AND/OR

I do hereby agree to pay all eligible employees working on the above contract a wage of no less than ten dollars and seventy-three cents (\$10.73) per hour **and** provide health benefits with a monthly value at least as high as the difference between a monthly wage based on twelve dollars and five cents (\$12.05) per hour and the requested monthly wage if no less than ten dollars and seventy-three cents (\$10.73) per hour. In essence, the **employer paid portion** of benefits must have a *monthly* value of two-hundred twenty-eight dollars and eighty cents (\$228.80). This equals the one dollar and thirty-two cents (\$1.32) per hour difference.

Providers Name: _____

Address: _____

Phone: _____ Fax: _____

Plan or Program Number: _____ Type of Benefit: _____

Total premium paid per month: _____ Amount paid by employee: _____

(Attach pages if needed for additional providers)

COMPANY NAME: ISS Facility Services, Inc.

AUTHORIZED SIGNATURE:  DATE: 03.15.17

PRINTED NAME: Karon Smedley

TITLE OF AUTHORIZED: Vice President West Region

(End of Exhibit E)