



PIMA COUNTY

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1800000000000000093

MA Version: 1

Page: 1 of 2

Description: Janitorial Services- Group 2- Outlying A Fac. (Ajo Way Cor.)

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: 01-01-2018					
	Expiration Date: 12-31-2022					
	<table> <tr> <td>NTE Amount:</td> <td>\$2,725,000.00</td> </tr> <tr> <td>Used Amount:</td> <td>\$0.00</td> </tr> </table>		NTE Amount:	\$2,725,000.00	Used Amount:	\$0.00
	NTE Amount:	\$2,725,000.00				
	Used Amount:	\$0.00				

V E N D O R	G & G Janco Enterprises	Contact: Fernando Gonzales
	DBA: Janco Janitorial	Phone: 520-889-6565
	2907 E 22nd St	Email: ggjanco@aol.com
	Tucson AZ 85713	Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for a term of five (5) years in the not-to-exceed amount of \$2,725,000.00. 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: 18000000000000000093

MA Version: 1

Page: 2 of 2

Line	Description					
2	Free Form Janitorial Services-Group 2 Outlying A (Ajo Way)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			
3	Extra Services Rate Per Hr					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$17.64			
4	Extra Services Carpet Cleaning p/sqft					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	SQFT	\$0.18			
5	Extra Services Hard Floor Strip/Wax p/sqft					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	SQFT	\$0.25			
6	Minimum Service Charge (special service request call out)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$35.00			
7	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			
8	Power Wash of sidewalk p/job mdm up to 2500 sq ft					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00			
9	Power Wash of sidewalk p/job lrg over 2500 - 4000 s					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$120.00			
10	Power Wash, gum removal of front and rear entry Juvenile Ct.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$160.00			
11	Power Wash, gum removal entry Training Ctr, JIPS Juvenile					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00			
12	Complete cleaning of chairs per chair					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.75			

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Janitorial Services on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

This is intended to establish five (5) contracts for the County to provide Janitorial Services according to the following Groups:

- Group 1: Downtown Facilities
- Group 2: Outlying "A" Facilities (Ajo Way Corridor)
- Group 3: Outlying "W" Facilities (West)
- Group 4: Outlying "E" Facilities (East)
- Group 5: Outlying "S" Facilities (South)

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.

This contract will conform to Pima County's Living Wage ordinance.

All Goods and Services that Contractor offers or provides 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 merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:

The term of the Master Agreement will be for a five (5) year period with no renewal options.

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised Master Agreement document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision 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 five groups of Pima County facilities known as Downtown Facilities, Outlying "A" Facilities (Ajo Way Corridor), Outlying "W" Facilities (West), Outlying "E" Facilities (East), Outlying "S" Facilities (South). 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 used by the Contractor shall prove inadequate for County needs. The Contractor may install his/her own choice of toilet paper dispensers, paper towel dispensers, and soap dispensers at his/her 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, disapprove, 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 B: 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 B: 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 B: 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 an authorized representative may:

- Stop work when deemed necessary.
- Reject all work and/or materials that 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 that 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 an 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 buildings condition was 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 Porter's 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 B: 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 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 B: Unit Prices.

3.2 CLEANING STANDARDS AND SCHEDULE

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 have them 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 pre-treated 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 man-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 entryways, 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 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 entryways. 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 s/b 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 pick-up 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/her 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.

Thresholds

The difficult areas around doors and entryways often are overlooked. They required special stiff scrubbing tools. The threshold plates must be kept clean, along with door jambs and elevator tracks.

Trash

Empty all trash receptacles, spot clean, and replace liners as required. Includes recycling containers. Remove all trash and refuse to designated areas. Exterior trash cans are also to be emptied at each building. Because these are often in public areas they will need to be emptied daily.

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 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 and Smarty Bee cartridges in the waterless urinals found in many County buildings. In addition to the cartridge, a product called Eco blue is used to improve odor control and prolong the life of the cartridge. Janitors are responsible for replacing the Eco blue cube as it disintegrates. The urinals must be cleaned daily using the Eco blue cleaning method that requires use of the Eco blue 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 replace the cartridge with new provided by the County. All janitors cleaning waterless urinals must receive training on the Eco blue cleaning procedure. The County will supply cartridges, Eco blue cubes and booster.

Waterless Urinals- Outlying A, W, E and S

The County uses Sloan/Falcon and Smarty Bee cartridges in the waterless urinals found in many County buildings. The Sloan/Falcon 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. All waterless urinals should have a Betco cake odor eater placed in them to assist in diminishing odors. The vendor must purchase and supply this product.

In some County buildings a product called Eco blue is used. For these buildings, designated on Exhibit B with blue fill, the procedure outlined in Waterless Urinals-Downtown in prior section will be used.

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 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 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 Eco blue booster, mop clean. Outlying waterless urinals, mops clean daily and spray with enzyme cleaner.

11. Empty any exterior, lobby or public area trash cans.

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 Eco blue booster, clean and replace cartridge. Add Eco blue 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 B: 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 that 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 the Facilities Management Director or his/her authorized representative may deem necessary other custodial services, in addition to or separate from the services specified herein, the Contractor may be requested to perform the additional or special service. The Contractor will be reimbursed by the County based on the rates specified in Exhibit B: 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.

H. PARKING ARRANGEMENTS

Pima County provides a discounted parking rate to current custodial staff in accordance to Pima County Administrative Procedure 51-2 Parking, item V. FEES, section H, 2., which states:

“H. Public Works Garage parking spaces will be allowed on the 5th floor at a nominal fee of \$1.00 per day for the following County Contractors:

2. (... future County contracted downtown custodial vendor) provided they are in full uniform and park on the 5th floor of the Public Works Garage. Parking on any other floor will require payment of the full price parking fee.”

This arrangement is subject to change without notice. Pima County Administrative Procedure 51-2 is the controlling document for this arrangement.

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 his/her 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.

E. PERSONNEL SECURITY CHECK BY CONTRACTOR

The Contractor is expected to perform a security check of their own new hires and certify that the employees being placed in Pima County buildings do not have a history of violent crime or theft. It is expected that all employees are legal residents with the legal right to work in the United States.

3.3.3 SECURITY CLEARANCES:

The Contractor is responsible for obtaining security clearances from the Juvenile Courts and Superior Court for all its employees who will be working in sensitive areas (marked in red in Exhibit B: Unit Prices). 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 Courts 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 Juvenile Courts and/or Superior Court representative. 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/her 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 SDS and where they are located. Workers will also be aware of how to dilute the chemical(s) they will use and what surfaces where they should be used. 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 entryways 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 invalid 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 comply 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 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.
- In the event that County terminates the resulting agreement for a material default, County will not engage in a new solicitation. Rather, County will issue a new Contract to the next lowest responsible and responsive bidder that is willing and able to enter into a Contract.

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 B: 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 near 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 his/her 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 his/her authorized representative, performance becomes unsatisfactory, the County shall notify the Contractor, its authorized representatives or agents. See 4.3.16 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 man-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 MAN-HOUR

The "value of each man-hour" is determined by the hourly rate of the daily scheduled staff in the Exhibit B: 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 man-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 is directed against 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 cancellation 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 cancellation 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 B: 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 and security at each site.

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 B: 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 B: 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 man-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 that 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 Facilities Management via email and MUST 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
- Eco blue booster for waterless urinals
- Eco blue 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 is not required. Plain hand soap is preferred.

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 B: Unit Prices)**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 this consideration, 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 two 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 that 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 Acruiginosa* 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/her 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/her 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/her 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 non-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/her 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/her 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. **SUSTAINABILITY:** In accordance with BOS Resolution 2007-84, Pima County values and encourages sustainable practices. Please **CHECK** which of the following your business incorporates:

Waste prevention/reduction or material recycling/reuse?

Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?

Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?

Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?

Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located within Pima County)?

5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the MA and 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 that County has properly executed and issued. Any items Contractor provides in excess of those 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.

6. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued order (DO or DOM) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

7. COMPENSATION & PAYMENT:

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

All Invoice documents will reference the County's PO, DO or DOM number 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 document. County may return invoices that include line items or unit prices that do not match those documented by the County's order 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 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers 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 offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated PO, 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 offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: 0 % if payment tendered within N/A Days as above.

The MA or PO issued to accept Contractor's offer 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 that has not previously defined unit pricing.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed* ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted *Order* indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to Pima County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes 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 renewal 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.

County will only consider price increases based upon an actual increase in the living wage established by Pima County (to affect 70% of the contract price) or the cost of supplies (to affect 30% of the contract price). The reasonableness of the request for price increase for supplies will be determined by comparing the request with the Consumer Price Index or by performing a market analysis.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO, DO, or DOM document. 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 Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's PO, DO, or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

See Exhibit B: Unit Prices (Net 30-day Payment Terms)

8. DELIVERY:

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the *Instructions to Offerors, Standard Terms and Conditions* and to the location(s) on the PO, DO, or DOM document.

See Exhibit B: Unit Prices for service schedule.

9. TAXES, FEES, EXPENSES:

County is exempt from federal excise taxes for goods. 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 the contract expressly includes such charges and the solicitation documents itemizes them.

10. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 269114 including the Invitation for Bids, *Instructions to Offerors, Standard Terms and Conditions*, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

The Insurance requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the

minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

Workers' Compensation (WC) and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

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.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation: Each Required Insurance policy must provide, and certificates specify, 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. Notice shall include the Pima County project or contract number and project description.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County

reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Approval and Modifications:

The Pima County Risk Manager may approve a modification 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.

12. PERFORMANCE BOND:

None.

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
01	09/01/17	02	09/08/17	03	09/15/17

(Remainder of Page Intentionally Left Blank)

BID GROUP (Select all that are applicable)

- Group 1: Downtown Facilities Group 2: Outlying "A" Facilities Group 3: Outlying "W" Facilities
- Group 4: Outlying "E" Facilities Group 5: Outlying "S" Facilities

14. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: G&G Janco Enterprises

BUSINESS ALSO KNOWN AS: Janco Janitorial

MAILING ADDRESS: 2907 E. 22nd Street

CITY/STATE/ZIP: Tucson, AZ 85713

REMIT TO ADDRESS: Same as above

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: Fernando Gonzales, CEO

PHONE: (520) 889-6565 **FAX:** (520) 319-8516

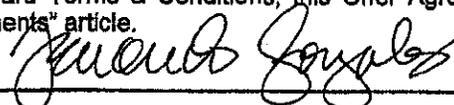
CONTACT PERSON EMAIL ADDRESS: ggjanco@aol.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: ggjanco@aol.com

CORPORATE HEADQUARTERS ADDRESS: 2907 E. 22nd Street, Tucson, AZ 85713

WEBSITE: jancojanitorial.com

By signing and submitting these Offer 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 offer, 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 offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE:  **DATE:** 09/20/2017

Fernando Gonzales, CEO
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (520) 889-6565 ggjanco@aol.co

Approved as to form:


Tobin Rosen, Deputy County Attorney

8/23/17
Date

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. OPENING:**

Pima County ("County") will publicly open responses and will read each respondent's name, and if a Bid the amount, on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request for Proposals (RFP)*. County will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. County invites all interested parties to attend the bid opening.

2. EVALUATION:

County will evaluate responses to determine which are most advantageous to County considering evaluation criteria, conformity to the specifications and other factors.

If County makes an award, County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that County determined to be responsible for supplying the required goods or services. Unless the Bid/Offer document specifies otherwise, County will determine the low/lowest bids 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 Chapter 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. County will base pricing evaluations on Contractor's pre-tax pricing.

3. AWARD NOTICE:

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website for review. The Procurement Department will maintain a tabulation of responses.

4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the award in accordance with the County Procurement Code. County reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees 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 an offer, 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, APPLICABLE LAW and VENUE:

The laws of the State of Arizona govern the interpretation and construction of this contract. Any action pursuant to this Contract must be filed and maintained 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. If any of Contractor's 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 (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) 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 County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. 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, which extension of delivery time will be valid only if 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.

County will not hold Contractor 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, County will make an acceptable adjustment and will modify the order in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them 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 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 Contractor is to include them in the Unit Price.

15. PAYMENT TERMS:

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

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 the delivered goods or services have met all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item that Contractor furnishes in the performance of the contract fails 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 to 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 the 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 to 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 County cancels 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 that County sustains 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 that the law or the contract provide.

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 offer or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly falsely certify, or induce others to falsely certify to a greater amount of labor or to the receipt of a greater amount or different kind of material or supplies than Contractor has actually delivered to County. If County discovers at any time that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer, then County will terminate any affected contract and that person or entity shall be liable for all damages that County sustains.

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 that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements 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 between the requesting party and Contractor. Contractor holds 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 is available on the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima 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. County may require Contractor 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:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

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.

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 RECORDS:

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, 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:

Contractor must include 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 that Contractor will supply to County in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and Contractor will mark them as is practical, as the "Property of Pima County". If County so requests, Contractor will deliver a copy of the tooling and documentation 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 County reasonably requests 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 County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials that County has 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, offer 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 parties may execute the Master Agreement or Purchase Order pursuant to this solicitation 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 offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if they meet all other requirements for execution.

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

EXHIBIT A: MINIMUM QUALIFICATIONS VERIFICATION FORM (2 PAGES)OFFEROR'S NAME: JanCo Janitorial

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 bid to be rejected as **Non-Responsive**. Requested documents for each Minimum Qualification must be clearly marked with the Minimum Qualification to which it is referring.

ITEM NO	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response clarifying agreement with the requirement.
1	Contractor must confirm that they are capable of meeting or exceeding the provisions of the contract at the price offered without requiring the County to pay additional costs.	<input checked="" type="checkbox"/> Yes
2	Must have operational office space within Tucson, AZ. Provide office address and square footage.	<input checked="" type="checkbox"/> Yes
3	Must provide a list of three (3) references from satisfied commercial or government customers for whom you have done major work within Pima County over the last 2 years. Major work is defined as: a. Daily cleaning of multiple building complex or high rise (more than 4 floors). b. Floor work that includes carpet extraction and/or hard floor strip and wax of facility over 10,000 sq ft. c. Daily cleaning of high security buildings that require criminal background checks (jails, police depts., defense contractor, etc.). d. Daily cleaning of hospital or health facilities open to the general public. Include with the list of references, a description of service you provided for each of the three (3) customers and how it falls into one of the four categories defined as "major work".	<input checked="" type="checkbox"/> Yes
4	Must provide a list of equipment that demonstrates the ability to clean sites in each group according to Scope of Services. List the quantity and type of equipment you have available or plan to purchase for each group for which you plan to submit a bid. The following categories need to be included: a. Transport vehicles b. High speed buffers c. scrubbers d. Encapsulation carpet cleaner e. Extraction carpet cleaner f. Daily cleaning equipment to be stocked in each building g. Vacuums	<input checked="" type="checkbox"/> Yes

5	<p>Contractor assures that before any employee is sent to a Pima County site they will receive certified training in:</p> <ul style="list-style-type: none"> a. Emergency Response b. Basic cleaning practices to maintain hygiene in public buildings c. Blood borne pathogens d. OSHA safety training and especially use in SDS for chemicals. <p>Submit a list of classes attended by your employees and include information on who is conducting the classes. Make sure that your description of the classes and what is taught includes a response to the four basic training requirements.</p>	<p><input checked="" type="checkbox"/> Yes</p>
6	<p>Must provide organization chart for each group bid. Organization chart will show communication lines between front line employees, leads, supervisors and management. Chart should show how many employees would be covering each site and how floor crews would be integrated into the system (i.e. who does floor work, who do they report to, is there one crew for buffing, another for carpet, another for waxing or are they same)</p>	<p><input checked="" type="checkbox"/> Yes</p>
7	<p>Must provide an example floor schedule for each bid group that shows Jan-June 2018. It must include strip and wax, carpet and buffing schedules according to the contract requirements. Please note that all sites have strip and wax on a six month schedule but buffing is monthly. Some sites have monthly scrubbing of RR floors, libraries require quarterly extraction of carpets. It is not necessary to include the monthly extraction of carpets, this is an extra bid item.</p>	<p><input checked="" type="checkbox"/> Yes</p>
8	<p>Must be a registered Pima County vendor on or before the Due In Date.</p> <p>Provide your vendor number on this line: <u>CVS0005428</u></p>	<p><input checked="" type="checkbox"/> Yes</p>

NOTE: Requested information for Minimum Qualifications included on the following pages.

SIGNATURE: *Fernando Gonzales* DATE: 09/18/2017

FERNANDO GONZALES CEO
 PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING PROPOSAL

(End of Exhibit A)

EXHIBIT B: UNIT PRICES

N/A	GROUP 2: OUTLYING "A" FACILITIES (AJO WAY CORRIDOR)									
Line #	Location Outlying A <i>*Employees need security check clearance</i>	Address	Current Freq. of Service (days)	Approximate Sq. Ft.	Pricing for Standard Service*	Pricing for Full Service*	Extended Annual	Hours Available to Clean	Day Porter daily hours	Potential Weekly Minimum Manhours
1	Abrams Building (floors 1-3, w/o UA Clinic) ++1	3950 S. Country Club Road	Full Service M-F, monthly scrub RR floors, SAS*	104895	\$9,665.00	\$10,282.00	\$123,384.00	5 pm to 7 am	6 hrs	134
2	Forensic Science Center (do not clean autopsy, 877 sq ft)	2825 Dist. Street	5 x per week full	7023	\$1,118.00	\$1,189.00	\$14,268.00	4 pm to 8 pm		15.5
3	Health TB Clinic - Abrams grounds	2980 E. Ajo Way	5 x per week full	3520	\$650.00	\$691.00	\$8,292.00	5 pm to 7 am		9
4	Kino Service Center	2797 E. Ajo Way	Standard Service M-F	28400	\$2,149.00	\$2,310.00	\$25,788.00	5 pm to 7 am		28
5	Veterans Center	2801 E. Ajo Way	5 x per week full	5300	\$685.00	\$729.00	\$8,748.00	5 pm to 7 am		9.5
6	Adult Probation - Ajo Way	2695 E. Ajo Way	Standard Service M-F	29900	\$2,379.00	\$2,557.00	\$28,548.00	5 pm to 7 am		31
7	Sheriff San Xavier	2545 E. Ajo Way	Standard Service M-F	6800	\$1,113.00	\$1,196.00	\$13,356.00	5 pm to 7 am		14.5
8	Childrens Advocacy Center (2 floors)	2329 E. Ajo Way	Standard Service M-F	21460	\$1,611.00	\$1,732.00	\$19,332.00	5 pm to 7 am		21
9	Juvenile Court County Attorney Office including bldg O	2335 E. Ajo Way	Standard Service M-F	8900	\$691.00	\$743.00	\$8,292.00	5 pm to 7 am		9
10	Juvenile Court Public Defenders Office	2337 E. Ajo Way	Standard Service M-F	5400	\$691.00	\$743.00	\$8,292.00	5 pm to 7 am		9
11	JUV Building J&K Court Building, lobby wipe down furniture daily ++2	2225 E.Ajo Way	Full Service M-F, monthly scrub RR floors	104694	\$7,935.00	\$8,441.00	\$101,292.00	5 pm to 7 am	6 hrs	110
12	JUV Building M JIPS	2225 E.Ajo Way	Full Service M-F	4607	\$1,082.00	\$1,151.00	\$13,812.00	5 pm to 7 am		15
13	JUV Building M Training Center	2225 E.Ajo Way	Full Service M-F, heavy use classrooms, SAS*	5435	\$1,443.00	\$1,535.00	\$18,420.00	5 pm to 7 am	2 hrs	20
14	JUV Building N Crew and Dispatch Modular	2225 E.Ajo Way	Standard Service M-F	1680	\$767.00	\$825.00	\$9,204.00	5 pm to 7 am		10
15	JUV POD 1000 ACES ++3	2225 E.Ajo Way	Standard Service M-F	950	\$767.00	\$825.00	\$9,204.00	5 pm to 7 am		10
16	Library Quincie Douglas (4 times yr full carpet extraction)	1585 E. 36th Street	Full Service 7 days	10600	\$2,020.00	\$2,149.00	\$25,788.00	closing to 8 am		28
17	Records Warehouse (bldg 17500, only clean front offices)	1640 E. Benson Hwy	Standard Service M-F	3555	\$576.00	\$619.00	\$6,912.00	5 pm to 7 am		7.5
18	Health dept warehouse	1505 Apache Park Pl	Standard Service M-F, late afternoon, no key	1484	\$575.00	\$619.00	\$6,900.00	3pm to 5 pm		7.5
19	Sheriff Property & Evidence	1600 E. Benson Hwy	Standard Service M-F	2000	\$499.00	\$536.00	\$5,988.00	8 am to 5 pm		6.5
20	Sheriff Hanger	1840 E. Valencia	3 x per week	10000	\$1,688.00	n/a	\$20,256.00	8 am to 5 pm		22
21	Elections Building - Elections side - no keys ++4	6550 S. Country Club	Standard Service M-F	30000	\$1,458.00	\$1,567.00	\$17,496.00	8 am to 5 pm		19
22	Elections Building - Records side - no keys ++5	6550 S. Country Club	Only when in use, mostly during elections daily full	3500	\$1,458.00	n/a	\$17,496.00	8 am to 5 pm		19
23	Library Quincie Douglas 8 additional carpet extractions in high traffic areas	1585 E. 36th Street	8 off month high traffic extractions**	8548	\$385.00	n/a	\$3,080.00	closing to 8 am		n/a
24	Total Monthly Cost Service Listed Above					\$42,845.67				
25	Total Yearly Cost Service Listed Above						\$514,148.00			
26	Add'l Services Listed Below Total Yearly Cost (Line#39)						\$29,363.00			
27	Grand Total Yearly (Line # 25 + #26)						\$543,511.00			
	Additional Services Per Exhibit A: Scope of Services		Unit Price	Est. Annual Usage Q'ty	Est. Monthly Usage Q'ty	Price Month				
28	Extra Services Rate Per Hour (includes washing ext grd floor windows)		\$17.64	700	58	\$1,029.00				
29	Extra Services Carpet Cleaning p/sqft		\$0.18	10000	833	\$150.00				
30	Extra Services Hard Floor Strip/Wax p/sqft		\$0.25	20000	1,667	\$416.67				
31	Minimum Service Charge (special service request call out)		\$35.00	60	5	\$175.00				
32	Cost for Power Wash of sidewalk p/job sm up to 1000 sq ft		\$50.00	18	2	\$75.00				
33	Cost for Power Wash of sidewalk p/job mdm up to 2500 sq ft		\$100.00	18	2	\$150.00				
34	Cost for Power Wash of sidewalk p/job lrg over 2500 - 4000 sq ft		\$120.00	18	2	\$180.00				
35	Cost for Power Wash, gum removal of front and rear entry Juvenile Courts, 4,000 sq. ft.		\$160.00	12	1	\$160.00				
36	Cost for Power Wash, gum removal entry Training Ctr, JIPS Juvenile, 2,000 sq. ft.		\$100.00	12	1	\$100.00				
37	Complete cleaning of chairs per chair		\$0.75	180	15	\$11.25				
38	Add'l Services Total Monthly Cost (Lines 28-37)					\$2,446.92				
39	Add'l Services Total Yearly Cost (Lines #38 x 12)					\$29,363.00				

EXHIBIT B: UNIT PRICES

SAS*= Saturdays as scheduled, usually half days, 8am to 1pm

**= 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

8 additional extractions is under consideration and not guaranteed

1++ Abrams heavy traffic ground floor, UA clinic not included 1/3 of ground floor.
4th Floor not included. Empty exterior trash day porter

2++ Keys for JUV retrieved from Security in exchange for Driver Lic. Every vendor
employee on site must be fingerprinted at site and pass background check.

3++ There are 14 Courtrooms to clean daily and 14 judges chambers each with
RR and mini-kitchen. J is east side, K is west side of same building.

JUV ACES area requires vendor special training on site for admittance

4++ No cleaning in warehouse except back office and restroom. During elections
cleaning times must be adjusted to accommodate election activity.

5++ Cleaning done on demand when in use. May require occasional deep
cleaning to catch up to standards (no charge).

EXHIBIT C: LIVING WAGE CERTIFICATION (4 Pages)**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 No If no, you must explain all deviations in writing.

Company Name: JanCo Janitorial

Description of Services: Janitorial services

Job Location: Various locations



(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: JanCo Janitorial

AUTHORIZED SIGNATURE:  DATE: 09/18/2017

PRINTED NAME Fernando Gonzales

TITLE OF AUTHORIZED CEO

(End of Exhibit C)