



PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: 16709 **Title:** Janitorial Services
(Commodity Code 91000, 91039, 91039IM or 91039SV)

DUE IN AND OPENS: OCTOBER 20, 2011 AT OR BEFORE 1:00 P.M. LOCAL ARIZONA TIME

Submit Bid to:

Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Bid Conference: September 30, 2011 AT 11:00 A.M. LOCAL AZ TIME

Pima County Procurement Department
130 West Congress, 3rd Floor
Tucson, Arizona 85701

SOLICITATION: Pima County is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide janitorial services, per specifications called for herein. Living Wages and SBE price preference shall apply.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Respondents are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda. Prospective Respondents may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME, at the address listed above.

A Pre-Bid Conference will be held for the purpose of clarifying requirements and answering prospective respondent questions. It is the responsibility of Prospective Respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

SITE WALK THROUGHS WILL BE PROVIDED FOR DOWNTOWN SITES ON 9/30/11 at 1:30 PM. WALK THROUGHS FOR AJO CORRIDOR AND MISSION ROAD SITES WILL BE 10/03/11 AT 9 AM. WALK THROUGHS FOR INA RD WW AND NW LOCATIONS WILL BE 10/04/11 AT 9 AM. COUNTY WILL ONLY PROVIDE ONE TIME WALK THROUGH FOR AFOREMENTIONED LOCATIONS. FOR SITE WALK THROUGHS PROSPECTIVE RESPONDENTS SHALL MEET AT THE LOBBY OF PIMA COUNTY ADMINISTRATION BUILDING LOCATED AT 130 WEST CONGRESS, TUCSON, AZ 85701.

WE ENCOURAGE PROSPECTIVE RESPONDENTS TO VISIT ANY OTHER SITES ON THE BID SCHEDULE ON THEIR OWN AND WILL PROVIDE ASSISTANCE TO FACILITATE THIS BY CALLING FACILITIES MANAGEMENT, CONTRACT SERVICES, 740-8319 BETWEEN 10/05 AND 10/07. VISITATIONS WILL NOT BE GRANTED AFTER 10/07/2011.

Bids shall be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Bidders must complete and return those documents identified in the Instruction to Bidders Submission of Bids instruction.

Bids may not be withdrawn for 90 days after opening except as allowed by Pima County Procurement Code.

Bonds are not required.

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

IFB 16709

Questions and Deviation requests shall be submitted ***in writing*** (referencing Solicitation Number and Title) to Procurement Department, Attention: Nina Schatz ***No Later Than 11:00 A.M. Local Arizona Time on September 30, 2011 Deadline***. The County may not address questions and deviation requests received after this deadline date and time. Responses to questions and deviation requests may be answered via email or addenda to the solicitation.

Fax: (520) 791-6511 email: Nina.Schatz@pima.gov

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

Nina Schatz
Commodity/Contracts Officer

Publish: The Territorial: September 23, 26, 27 and 28, 2011

INSTRUCTIONS TO BIDDERS

FAILURE TO COMPLY MAY CAUSE THE BID TO BE IMPROPERLY EVALUATED OR DEEMED NON-RESPONSIVE

1. PREPARATION OF RESPONSES

All bids shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the bid. Typewritten responses are **preferred**.

All bids shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid. Surety, if required by this solicitation, may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. MINIMUM QUALIFICATIONS

The Minimum Qualifications are intended to establish the respondent's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of the information provided by respondent to this Invitation For Bids shall establish that the respondent meets the minimum qualifications as described in the **Attachment**

A: Minimum Qualifications Verification Form.**3. UNIT PRICES & BID CERTIFICATION**

Respondents shall fully complete and sign the **Attachment B: Unit Prices (Net 30 Day Payment Terms)** and the Bid Certification utilizing the form provided by this solicitation.

Unless otherwise stated, a Unit Price shall be given for all items defined by this solicitation Unit Prices schedule. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should seller during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to Pima County ("COUNTY"), that seller shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by respondent shall include all costs (excluding sales tax) required to implement and actively conduct and document cost control and reduction activities. Unit Prices shall include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), no additional payments will be invoiced or paid. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days.

COUNTY reserves the right to question, clarify and correct obvious errors.

4. SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids, evaluation of bids and to efficiently support the subsequent ordering, invoicing and payment processes.

Items included in the bid shall satisfy all specifications and requirements set forth by the County's solicitation. Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified by the solicitation. Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk.

Deviation requests shall specifically document and clearly illustrate the deviation to the specification, or the requirement, set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted as **prior** to the due date and time on the bid covering page. Requests shall be submitted as soon as is possible and within 8 days of the solicitation due date else they may not be answered or addressed.

Acceptance or rejection of any deviation request shall be at the sole discretion of the County and will be made in writing by the County via specific addendum of the solicitation and Offer Agreement as applicable. Respondents shall complete *Acknowledgement of Solicitation Addenda* contained in the Certification Form prior to submission.

INSTRUCTIONS TO BIDDERS (Cont.)

Bidders are advised that conditional offers or notations on the documents submitted that do not conform to or that request exceptions to the published solicitation and addenda may be considered non-responsive and not evaluated.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified.

Manufacturer and supplier documentation, including and not limited to the following shall be provided by the successful respondent not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

5. SUBMISSION OF BIDS

Submissions are binding offers and will result in a binding contract upon acceptance by Pima County by issue of a properly executed contract document referencing said offer.

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. Respondents are to complete, execute and submit **one original and two (2) copies** of the following bid documents:

- a) **Bid Certification Form**
- b) **Attachment A: Minimum Qualifications Verification Form**
- c) **Attachment B: Unit Prices (Net 30 Days Payment Terms) in hard copies and an electronic Excel spreadsheet on a thumb drive or a CD-ROM. One (1) thumb drive or CD-ROM is sufficient.**
- d) **Attachment C: Living Wage Requirements and Certificate**

Respondent's bid must meet all **Minimum Qualifications** or their bid will be deemed **NON-RESPONSIVE** and will not be evaluated for award.

All line items in each group of Attachment B: Unit Prices must be bid in order to be considered for evaluation and award for that group. Failure to provide prices for all line items will be cause for the respondent's bid to be rejected as NON-RESPONSIVE and will not be evaluated for award.

Respondents shall bid items as per the specifications contained here within in order to be considered "**RESPONSIVE**" for evaluation and award. Alternate bids will not be accepted. **Recommendation for award will be to a responsible and responsive respondent submitting the lowest "Total Bid" amount.**

Bids must be received and time stamped at the specified location at or before the Bid Due Date/Time as defined by the *Invitation for Bid*. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Bids and modifications received after the Bid Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Bid Due Date/Time.

Bids **must be signed** by an authorized agent of the respondent and submitted **in a sealed envelope marked or labeled** with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Bid Due Date/Time specified by the *Invitation for Bid*.

Bids and modifications received after the Bid Due Date/Time will not be accepted. Facsimiles and other electronic submission of bids, such as bids submitted via email, will not be accepted.

Failure to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may be cause for the respondent's bid to be rejected as **NON-RESPONSIVE** and not evaluated.

6. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful respondent by issue of a contract. The respondent agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall

INSTRUCTIONS TO BIDDERS (continued)

be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

In the event that a resulting contract is terminated for any reason during the initial term of the contract, Pima County reserves the right to award to the second lowest bidder or highest scoring proposal of that group if deemed in the best interest of the County.

7. INQUIRIES

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution **prior** to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website.

8. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement shall govern.

9. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submitter agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information **and prior** to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

10. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

Any contract funded in any amount with federal funds is not eligible for this preference.

For those bids that do not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the bid amount to

determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, or Lump Sum, as bid.

INSTRUCTIONS TO BIDDERS (continued)

To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate which may be acquired from the City of Tucson; Office of Equal Opportunity Programs, (520) 791-4593 (520) 791-2639 TTY, 201 N. Stone Ave., 3rd Floor North, Tucson, AZ 85701. Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: <http://www.tucsonaz.gov/eoo/sbe.html>

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at (520) 740-3296 for assistance or further information.

END OF INSTRUCTIONS TO BIDDERS
(Revised June 24, 2011)

SPECIFIC TERMS AND CONDITIONS

1. INTENT:

This solicitation is intended to establish a "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" purchase agreement contract to provide Pima County ("County") with janitorial services as the County may order from time to time by issue of purchase orders pursuant to a resulting executed and effective agreement. As defined by the attached Pima County Standard terms and Conditions (STC) the resulting agreement is non-exclusive and may be terminated for any reason without penalty or cost to Pima County.

This solicitation is being conducted to establish six contracts for the Pima County Department of Facilities Management to provide janitorial services according to the following groups:

Group 1:	Downtown Facilities
Group 2:	Outlying "A" Facilities
Group 3:	Outlying "B" Facilities
Group 4:	Ajo, Arizona Facilities
Group 5:	Abrams Facility
Group 6:	Kino Sport Complex

The County makes no guarantee regarding the actual amount of work performed pursuant to a resulting contract. You may bid on any or all groups.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Specific Terms and Conditions, Pima County Standard Terms and Conditions and Sample Contract.*

2. AGREEMENT TERM EXTENSIONS-RENEWALS & REVISIONS:

The term of the agreement will be for a five-year period. Full term is expected, however will only occur through successful annual review. Revisions may be exercised through the issuance by County to Contractor of a Contract Amendment and a revised Master Agreement.

3. MINIMUM QUALIFICATIONS:

In order to be evaluated, the information provided by respondent to this Invitation For Bids shall establish that the respondent meets the minimum qualifications as described in the **Attachment A: Minimum Qualifications Compliance Form.** Respondent must complete and submit this form in order to be considered for bid evaluation.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

All Goods and Services shall conform to the *Instructions to Bidders, and Standard Terms and Conditions* as modified or added to by the **Exhibit A: Scope of Services, attached in the Sample Contract.**

5. OFFER ACCEPTANCE AND ORDER RELEASES:

Offer(s) will be accepted and executed by the County by issue of a Contract and a Master Agreement and effective on the document's date of issue without further action by either party. The Contract and The Master Agreement documents will document the term of the agreement.

Order(s) for products or services pursuant to the executed agreement will be made by COUNTY by issue of Purchase Order documents. Order documents will be furnished to Supplier via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the Supplier within five workdays of the date the verbal order is given.

Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Purchase Order at the time of provision. The Supplier agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a COUNTY Purchase Order.

The Supplier agrees to establish, monitor, and manage an effective agreement administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by agreement revision properly executed and issued by the County. Any items provided in excess of that stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver

SPECIFIC TERMS AND CONDITIONS (CONT.)

items in excess of the agreement and shall report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF SERVICES AND PRODUCTS:

Acceptance of the goods and services shall be made by the County Department designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

7. COMPENSATION & PAYMENT:

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

Supplier shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Order document.

All Invoice documents shall reference the County's Purchase Order or Contract number under which the services or products were ordered. **ALL** Invoice line items shall utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to the Supplier unprocessed for correction.

Standard payment terms are net 30 from the date of valid invoice document and shall not commence until receipt of goods into payment system by the receiving Department and Supplier's Invoice is received and verified by County Financial Operations.

The Master Agreement or purchase order issued to accept Supplier offer will define the not to exceed amount of the agreement. Supplier shall not accept orders, or provide services or products that cumulatively exceed that amount.

Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the Supplier.

Unless otherwise stipulated by this agreement or the County's order, all pricing shall be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or accepted *Order* for services or products and all freight cost shall be included in the offered Unit Price.

Although State and City sales tax are paid when applicable and invoiced, taxes should not be included in the unit price.

Price Warranty: Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Price Escalation: It is agreed that all Unit Prices include compensation for the Seller to implement and actively conduct cost and price control activities. It is the intention of both parties that pricing shall remain firm during the initial year of the agreement and that the parties intend to consider price increases no more frequently than once per year. Seller shall submit a written request to COUNTY that includes supporting documents justifying requested increases at least 90 days prior to the desired implementation date; Seller shall provide evidence, cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Seller has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

Unit Prices offered shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Bidders, Specific Terms and Conditions, Standard Terms and Conditions and Sample Contract*. No payments will be made for items not included in the agreement.

SPECIFIC TERMS AND CONDITIONS (CONT.)**8. DELIVERY:**

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order or Contract.

Delivery locations: Pima County, Arizona

Supplier guarantees delivery of product or service shall be in compliance with this agreement. If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

9. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and City sales tax. Posada Del Sol is exempt from all taxes as provided in A.R.S. 42-1321 and Arizona State Revenue Code #R-15-5-2320. Pima County will furnish an exemption certificate upon request. No separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

10. SAMPLE CONTRACT:

A copy of the **SAMPLE CONTRACT** is included for review as **Attachment D**. Respondent by submitting a bid, will be certifying that the contract is acceptable as written, unless exceptions are taken, specific alternate language is proposed and accepted by the County, per Instructions To Bidders Section 3. Exception requests shall specifically document and clearly illustrate the deviation to the particular article in the **SAMPLE CONTRACT** provided. Acceptance of said requests will be at the sole discretion of the County and evidenced by solicitation addenda. The successful respondent will be required to execute the Contract and provide Insurance Certification required by Contract Article IV prior to contract execution.

11. OTHER DOCUMENTS

Supplier and County in entering into a contract have relied upon information provided or referenced by Pima County Solicitation No. 16709 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Suppliers Bid Offer, documents submitted by Supplier or References to satisfy Supplier Minimum Qualifications and on other information and documents submitted by the Supplier in its' response to the County's Solicitation. These documents will be incorporated into and made a part of the Contract.

END OF SPECIFIC TERMS AND CONDITIONS

BID CERTIFICATION FORM

RESPONDNET'S LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ FAX: _____

CONTACT PERSON EMAIL ADDRESS: _____

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

CORPORATE HEADQUARTERS LOCATION:

ADDRESS: _____

CITY, STATE, ZIP: _____

ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Respondent shall acknowledges that the following solicitation addenda have been incorporated in their bid.

Addendum #	Date	Addendum #	Date	Addendum #	Date

SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitations 'Instruction To Bidders'? Yes No (Select one)

If 'Yes', have you included your certification document? Yes No (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

(THE REMAINDER OF THIS FORM IS INTENTIONALLY LEFT BLANK)

BID CERTIFICATION FORM (CONT.)

RESPONDNET'S LEGAL NAME: _____

BID GROUP (Select All That Are Applicable)

- Group 1: Downtown Facilities
- Group 2: Outlying "A" Facilities
- Group 3: Outlying "B" Facilities
- Group 4: Ajo, Arizona Facilities
- Group 5: Abrams Facility
- Group 6: Kino Sport Complex

By signing and submitting the bid documents, the undersigned certifies that they are legally authorized to represent and bind the firm to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm 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 may not be evaluated. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions and Sample Contract.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

ATTCHMENT A: MINIMUM QUALIFICAITONS VERIFICATION FORM

COMPANY NAME: _____

BID GROUP (Select All That Are Applicable)

- Group 1: Downtown Facilities
- Group 2: Outlying "A" Facilities
- Group 3: Outlying "B" Facilities
- Group 4: Ajo, Arizona Facilities
- Group 5: Abrams Facility
- Group 6: Kino Sport Complex

The Respondent certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and the Sample Contract. The Respondent further stipulates that they possess license required by the laws and rules of the United States and the State of Arizona to perform the scope of services set forth in this solicitation. The Respondent agrees to provide notification of any change in licensure status or sanctions taken against the Supplier during the contract period.

The Respondent agrees to maintain the following minimum qualifications and company licenses as required by regulating agencies, for the firm and all employees performing work pursuant to this solicitation throughout the term of the contract.

Respondent must submit with their bid with documentation validating that they meet all of the following minimum qualifications.

Item No.	Minimum Qualifications	Select YES or NO or Provide References as required
1	No franchise companies will be allowed.	Is your company a franchise company? (select one) YES _____ NO _____
2	Must have 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 and the maintenance of other systems necessary to properly manage the contract.	Do you have an office in Tucson, Arizona? YES _____ If Yes, state your Tucson Office address here: NO _____

Item No.	Minimum Qualifications	Select YES or NO or Provide References as required		
3	<p>Minimum of Four (4) Years continuous services immediately prior to the date of this solicitation (the last date of IFB addendum if any addendum is issued.) experience with similar type service in comparable size and type of buildings operated by the Pima County.</p> <p>Site examples for each type of buildings listed here:</p> <p>a) Large public use facilities such as libraries.</p> <p>b) Offices with security restrictions such as courts, law enforcement or national defense.</p> <p>c) Health Clinics or Hospitals or a facility with a like purpose serving the general public.</p> <p>d) Large multi-floor office buildings or high rise structures with over 800 occupants.</p> <p>e) Stadium with multi-use purposes including major sporting and entertainment events (up to 15,000 people) on lawn surfaces (extensive power washing and trash removal using blowers).</p> <p>Submit at least one reference with name of organization, contact person, telephone number and email address, dates of service, and description of services provided per building type.</p> <p>If you do not wish to bid on <i>Group 1 (downtown)</i> you do not need a reference for building type #d.</p> <p>If you do not wish to bid on <i>Group 6 (Stadium District)</i> you do not need a reference for building type #e.</p>	<p>Organization Name Contact Person Phone # E-mail address</p>	<p>Service Time Frame (From MO/YR To MO/YR)</p>	<p>Description of Services</p>
		<p><u>Type a) building</u></p>		
		<p><u>Type b) building</u></p>		
		<p><u>Type c) building</u></p>		
		<p><u>Type d) building</u></p>		

Item No.	Minimum Qualifications	Select YES or NO or Provide References as required		
		<u>Type e) building</u>		
3	<p>Must provide One (1) Project Manager and One (1) Alternate Project Manager with 24/7 direct cell phone number.</p> <p>The Project Manager and Alternate Project Manager must have Five (5) Years immediately prior to the date of this solicitation (the last date of IFB addendum if any addendum is issued.) experience of managerial staff in similar type service and comparable size and type of buildings.</p> <p>Resume or a signed Letter of Introduction (on company's letter head) from company's legal representative will be acceptable. The resume or Letter of Introduction must give specific building types.</p> <p>The total Five Years of managerial staff experience can be combined from the previous and current companies.</p>	<p>Project Manager Name and 24/7 direct cell Number:</p> <p>Managerial Staff experience from (MO/YR) to (MO/YR):</p> <p>Resume or Letter of Introduction with specific building types attached.</p> <p>YES _____ NO _____ (Check One)</p> <p>Alternate Project Manager Name and 24/7 direct cell Number:</p> <p>Managerial Staff experience from (MO/YR) to (MO/YR):</p> <p>Resume or Letter of Introduction with specific building types attached.</p> <p>YES _____ NO _____ (Check One)</p>		
4	<p>No subcontracting for this contract except power washing of exterior walkways with written permission from Pima County Facilities Management.</p>	<p>Do you use any subcontractors?</p> <p>YES _____ If Yes, what type of services are provided by your subcontractors?</p> <p>NO _____</p>		
5	<p>Must have a statement outlining your firm's 'green' programs. See below for more details.</p>	<p>State # of Pages of the statement: _____ pages</p>		

The following are Specifications for BOS Resolution 2007-84 and Vendor is to include with submission of paperwork a statement outlining what 'green' programs, if any, have been implemented that may include, but not be limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

Other areas of conservation should include:

- Supplier should dispose of chemicals appropriately so as not to disrupt the ecology of the soil, water, or air in the area.
- Supplier shall recycle as many items as possible including office paper, corrugated paperboard (aka cardboard) boxes and sheet, chip board boxes and sheet, plastics, aluminum and steel cans/containers, etc. Supplier should use as many environmentally preferable items as possible, ie. Items that do not impact the

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environment such as 30-100% post-consumer recycled content, processed chlorine free (PCF) paper; Energy Star equipment and appliances; remanufactured, low air emission paint; low volatile organic compound (VOC) water based adhesives and paint; zero formaldehyde emitting composite wood products; odorless and non-toxic water based markers, etc. the company's daily operations.

- Supplier should provide to the consumer as many environmentally preferable products as possible.
- Supplier should modify business practices to decrease air, water and ground pollution.
- Supplier should modify business practices to conserve energy and water use,
- Supplier/Contractor should purchase eco-friendly supplies whenever possible including office supplies.

COMPANY NAME: _____

BID GROUP (Select All That Are Applicable)

- Group 1: Downtown Facilities
- Group 2: Outlying "A" Facilities
- Group 3: Outlying "B" Facilities
- Group 4: Ajo, Arizona Facilities
- Group 5: Abrams Facility
- Group 6: Kino Sport Complex

SIGNATURE: _____

DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

END OF ATTACHEMENT A

ATTACHMENT B: UNIT PRICES (NET 30 DAY PAYMENT TERMS)

COMPANY NAME: _____

BID GROUP (Select All That Are Applicable)

- Group 1: Downtown Facilities
- Group 2: Outlying "A" Facilities
- Group 3: Outlying "B" Facilities
- Group 4: Ajo, Arizona Facilities
- Group 5: Abrams Facility
- Group 6: Kino Sport Complex

Complete and submit Exhibit B – Unit Prices (Net 30 Day Payment Terms) in hard copies and an electronic Excel spreadsheet on a thumb drive or a CD-ROM.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. 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 calendar days. Supplier shall submit valid invoice document consistent with the associated purchase order 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 agreement, the Supplier may offer early payment discounts that exceed this Standard Early Payment Discount.

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

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

Price Warranty: Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Price Escalation: It is agreed that all Unit Prices include compensation for the Seller to implement and actively conduct cost and price control activities. It is the intention of both parties that pricing shall remain firm during the initial year of the agreement and that the parties intend to consider price increases no more frequently than once per year. Seller shall submit a written request to COUNTY that includes supporting documents justifying requested increases at least 90 days prior to the desired implementation date; Seller shall provide evidence, cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Seller has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

Unit Prices offered shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Bidders, Specific Terms and Conditions, Standard Terms and Conditions and Sample Contract*. No payments will be made for items not included in the agreement.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

END OF ATTACHMENT B

ATTACHMENT C: LIVING WAGE REQUIREMENTS AND CERTIFICATE

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 \$10.82 per hour. A contractor may pay its eligible employees a wage of no less than \$9.63 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 \$10.82 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

(The remainder of this page is intentionally left blank)

Title 11 Pima County Procurement Code

CHAPTER 11.38 PIMA COUNTY LIVING WAGE

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 board of supervisors for covered services except for the following:

- A. Contracts 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. 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. 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)

END OF CHAPTER 11.38

ATTACHMENT C: LIVING WAGE REQUIREMENTS AND CERTIFICATE (Continued)

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 is required of this firm.

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

Company Name: _____

Description of Services: _____

Job Location: _____

(PLEASE CHECK ONE(S) THAT APPLY)

I do hereby agree to pay all eligible employees working on the above listed contract at least ten dollars and seventy-three cents (\$10.82) per hour.

AND/OR

I do hereby agree to pay all eligible employees working on the above contract a wage of no less than nine dollars and fifty-four cents (\$9.63) per hour **and** provide health benefits with a monthly value at least as high as the difference between a monthly wage based on ten dollars and seventy-three cents (\$10.82) per hour and the requested monthly wage if no less than nine dollars and fifty-four cents (\$9.63) per hour. In essence, the **employer paid portion** of benefits must have a *monthly* value of two-hundred six dollars and twenty-six cents (\$206.26). This equals the one dollar and nineteen cents (\$1.19) 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: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINTED NAME _____

TITLE OF AUTHORIZED _____

END OF ATTACHMENT C

ATTACHMENT D: SAMPLE CONTRACT

<p>PIMA COUNTY DEPARTMENT OF FACILITIES MANAGEMENT</p> <p>PROJECT: Janitorial Services</p> <p>CONTRACTOR: [awardee legal name & address]</p> <p>AMOUNT: \$[X,XXX,XXX.00]</p> <p>FUNDING: [From Finance list of defined sources/Req's]</p>	<p>(STAMP HERE)</p>
--	---------------------

THIS CONTRACT entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and [Legal Name as documented by the ACC or sole proprietorship], hereinafter called CONTRACTOR.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONTRACTOR to provide janitorial services; and

WHEREAS, CONTRACTOR submitted the most advantageous response to County for Solicitation No. 16709 for said services.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as awarded by the Board Of Supervisors, shall commence on December 1st, 2011 and shall terminate on November 30st, 2016, unless sooner terminated or further extended pursuant to the provisions of this Contract.

Any modification, or extension of the contract termination date, shall be by formal written amendment executed by the parties hereto.

Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE II – SCOPE OF SERVICES

This Contract establishes the agreement under which the CONTRACTOR will provide COUNTY with products and services in accordance with the attached Exhibit A: Scope of Services.

CONTRACTOR shall provide COUNTY the goods and services as defined in this Contract. All goods and services shall comply with the requirements and specifications as called for in this Contract and solicitation documents contained or referenced in Pima County Solicitation No. 9771, these documents are incorporated into the Contract the same as if set forth in full herein.

ARTICLE III – COMPENSATION AND PAYMENT

In consideration for the goods and services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in an amount not to exceed [one million one hundred sixty three thousand six hundred sixty dollars (\$1,163,660.00). Pricing for work or products/materials will be as set forth in Exhibit B: Unit Prices (Net 30 Days Payment Term) and Attachment C: Living Wage Requirements and Certificate.

Although State and City sales tax are paid when applicable and invoiced, taxes should not be included in the unit price.

CONTRACTOR shall provide detailed documentation in support of requested payment. Payment requests shall assign all costs to items identified by Exhibit B.

It is the intention of both parties that pricing shall remain firm during the initial term of the contract and that the parties

intend to consider price increases no more frequently than once per year. CONTRACTOR shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the desired implementation date; CONTRACTOR shall provide evidence, cite sources, specific conditions and document how those conditions affect the cost of its performance, and 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.

CONTRACTOR shall not provide goods and services in excess of the Exhibit B Line Item and Contract Amounts without prior authorization by an amendment executed by COUNTY. Goods and Services provided in excess of Line Item or Contract Total Amounts without prior authorization by fully executed amendment will be at CONTRACTOR'S own risk.

For the period of record retention required under Article XXI, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

ARTICLE IV - INSURANCE

CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the COUNTY of cancellation, non-renewal or material change.

ARTICLE V - INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE VI - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

ARTICLE VIII - SUBCONTRACTOR

CONTRACTOR will be 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 any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create 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.

ARTICLE IX - ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE X - NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall 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.

ARTICLE XI - AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XII - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE XIII - 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 this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as 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 shall not be construed as an accord and satisfaction.

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XV - TERMINATION

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

This Contract may be terminated at any time without advance notice and without further obligation to the COUNTY when the CONTRACTOR is found by COUNTY to be in default of any provision of this Contract.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE XVI - NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:

[Department Director Name/Address]

CONTRACTOR:

[Name, legal address, fax/phone of Contractor Officer submitting bid]

ARTICLE XVII - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE XVIII - OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in the Pima County Solicitation No. 16709 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, CONTRACTOR'S Bid and on other information and documents submitted by the CONTRACTOR in its' response to Solicitation No. 16709. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

ARTICLE XIX - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XX - SEVERABILITY

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

ARTICLE XXI - BOOKS AND RECORDS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE XXII – PUBLIC INFORMATION

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 information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that respondent reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.

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

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

ARTICLE XXIII – 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 shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have 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, shall be deemed to be 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 shall be required to 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 shall 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 will be deemed to be 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 shall be 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 shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

ARTICLE XXIV – SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

ARTICLE XXV - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors

Authorized Officer Signature

Date

Printed Name and Title

Date

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM

Deputy County Attorney

Print Name

Date

EXHIBIT A: SCOPE OF SERVICES**THE FOLLOWING SPECIFICATIONS APPLY TO ALL COUNTY FACILITIES UNLESS NOTED.**

1.0 INTENT AND REQUIREMENTS

1.1 INTENT

A. JANITORIAL SERVICES TO COUNTY FACILITIES:

To provide a source for janitorial services for PIMA COUNTY facilities. 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.

B. SCOPE OF SERVICES:

A 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.

1.2 JANITORIAL SPECIFICATIONS AND REQUIREMENTS

A. 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 6.0 Environmentally Preferred Products. The COUNTY reserves the right to require the CONTRACTOR to use cleaning materials conforming to the specifications listed 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:

1. CONTRACTOR TO FURNISH MATERIALS

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

2. CONTRACTOR TO FURNISH SUPPLIES

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

3. SCHEDULE DEVELOPMENT

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

B. SCHEDULED AND PERIODIC WORK SCHEDULES

CONTRACTOR shall submit complete work schedules as follows:

One (1) for regularly scheduled tasks and one (1) for all periodic work including floor waxing and carpet cleaning. Schedules shall be by month for each service location 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. Regularly scheduled task schedule will be posted at janitors' closet in each building.

C. FLOOR MAINTENANCE

Regular floor maintenance that includes spray wax, buffing, machine scrubbing, and warm water extraction, etc. is to be performed according to a twice yearly schedule 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.

D. 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 his authorized representative may:

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

E. 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 his staff or take whatever measures are required at no additional charge. If a buildings condition has been allowed to deteriorate due to inadequate cleaning it is expected that measures will be taken immediately to bring the building back to acceptable standards.

F. 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). Day Porter's must look neat and clean at all times and must be polite to all County employees and members of the Public. CONTRACTOR will provide Day Porters for all County facilities that require them.

2.0 CLEANING STANDARDS AND SCHEDULE

2.1 STANDARDS

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

- A. 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.
- B. 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.
- C. 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.
- D. Spot Cleaning
A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.
- E. Damp Mopping
A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks debris or standing water.
- F. Metal Cleaning
All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. The cleaner used is to be removed from adjacent surfaces.
- G. 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.
- H. Hard Surfaces Floor Task
This task includes stripping, refinishing and/or re-waxing of the hard surfaces 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.
- I. 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.
- J. 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. Plan water rinse and pick-up must follow finish removal operation immediately.
- K. 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.
- L. 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.

- M. 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 unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film streaks and deposits.
- N. Buffing or 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.
- O. 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.

2.2 CLEANING SPECIFICATIONS

Services are to be completed at all locations unless designated otherwise in the scope of individual locations.

- A. Preparation
All moveable fixtures, furniture 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.
- B. Signage
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. 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.
- C. Use of Disinfectant:
All mop water used in the process of wet mopping or scrubbing throughout the entire building shall contain a disinfectant, and a disinfectant shall be mixed in the proportions and dilutions required. 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.
- D. 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.
- E. Spills and Accidents:
Emergency pick-up of spillage and other similar minor accidents will be provided by the CONTRACTOR 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.
- F. Locking Doors:
CONTRACTOR's employees entering or leaving the building after hours shall make sure the doors to the facility are locked at all times. They shall be alert upon entering and leaving buildings to ensure that no unauthorized persons are waiting to gain access to the building. Doors shall not be unlocked for anyone at any time, or for any reason. While cleaning buildings, janitor and storage closet doors shall be locked at all times.

G. 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.

H. Mopping:

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 so as to remove any soap residue and any dingy or cloudy appearance. Rinse water shall be mechanically vacuumed dry to prevent any standing water from being absorbed into the floor material or seeping into seams of floor coverings. Any small amounts of water remaining after vacuuming must be removed with a damp mop. 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 any and 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.

I. Sweeping/Vacuuming:

Straw brooms may be used only in sweeping exterior surfaces. Baseboards, doors, walls, furniture and equipment shall not be disfigured, scarred, or damaged by being struck or scraped with sweeping brushes, mops or other equipment. All debris shall be removed to receptacles provided for this purpose outside of the building. All accumulated debris from sweeping shall be removed from the floor surfaces immediately to prevent the tracking of this accumulated waste back into previously cleaned areas.

J. 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.

F. Mats & inclement weather:

During inclement weather, 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.

L. 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 requirements.

2.3 EACH OCCURRENCE CLEANING (SEE BUILDING FOR FREQUENCY):

- A. Spot clean all interior glass in doors and side glass in entry doors, both sides. Clean both sides of all handles, push plates and kick plates.
- B. Empty all trash receptacles, spot clean, and replace liners as required. Includes recycling containers.
- C. Clean and polish all bright work/metal trim removing fingerprints, smudges, water and other marks.
- D. Sweep/dry mop non-carpeted floors, including stairs and landings. Damp (continued) 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.

- E. Spot clean all hard surface walls to hand height 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.
- F. Detail clean/polish all threshold plates and elevator tracks removing soil.
- G. Remove all trash and refuse to designated areas.
- H. Clean all ash trays to include receptacles located at all entrances. Sift out cigarette butts from sand containers and pick-up all debris in smoking areas. Replace sand as necessary.
- I. Clean and polish drinking fountains, removing all water residue from top, mouthpiece and sides. Spot clean adjacent walls and floor due to water splash.
- J. Spot clean light switches. Remove fingerprints from switches and adjacent wall.
- K. Wipe clean all tables, counters, and shelves.
- L. Remove all floor mats, thoroughly vacuum, mop bottom and replace when dry on clean surface.

2.4 SITES AND SCHEDULE FREQUENCY

2.4.1 BREAK ROOMS

A. DAILY

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, paper towel dispensers and ash trays.
2. Clean, polish and sanitize all surfaces of sink with germicidal detergent, wiping excess liquid off of faucet and adjacent walls. Polish all.
3. Sweep between and around vending machines, refrigerators, cabinets, etc.
4. Sweep and wet mop with germicidal detergent 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.

2.4.2 RESTROOMS KITCHENS & HIGH TRAFFIC AREAS

A. DAILY

1. Sweep, then wet mop floors with germicidal detergent and clean water, including baseboard. Maximum care will be taken to remove and prevent staining to floor surface and grout. Change water after cleaning each restroom. Vacuum areas with carpet as necessary (may use backpack type vacuum for spot vacuuming).
2. Clean all surfaces of basins, bowls, toilet seats, and urinals with germicidal detergent, wiping excess liquid off of adjacent walls, fixtures, and partitions.
3. Clean empty restroom dispensers and refill with supplies, making sure that there is not 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 not residue build-up anywhere on bright work.
5. Spot clean light switches, 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 area.

8. Showers are to be completely cleaned with germicidal detergent and free of soap and water residue build up anywhere.

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.

2.4.3 DETAIL CLEANING

A. WEEKLY

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.
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.

B. MONTHLY

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. Machine scrub ceramic tile floors. Provide a schedule to Pima County.
5. Provide warm water extraction cleaning of all high traffic carpeted areas including frequently used conference rooms. Work should be scheduled with Pima County Facilities to provide proper notification to tenants.
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.

C. QUARTERLY (Separate Pricing)

1. Powerwash and make clean outside entryways and glass to 33 N. Stone and Main Jail at 1270 Silverlake Blvd.

D. ON DEMAND (Separate Pricing)

1. Powerwash 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 chairs.

2.5 FLOOR CARE (TWO TIMES/YEAR OR AS SPECIFIED PER BUILDING)

A. Strip hard surface floors and refinish with two coats of sealer and three coats of floor polish, in accordance with 2.1.H of these specifications. All old wax buildup, especially in corners and along baseboards must be removed. Provide a schedule to Pima County.

B. Warm-water extract carpeted areas. Provide a schedule to Pima County. Must provide adequate time for drying, use fans to speed the process.

General cleaning requirements specified herein shall be performed at each facility as noted in facility listing Section 5.0. All floor work, including stripping and waxing, spray buffing, carpet shampooing, and warm water extraction, is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of the CONTRACTOR. All schedules to be approved by the COUNTY's representative.

3.0 CONTRACTOR'S REQUIREMENTS

3.1 CONTRACTOR'S EMPLOYEES

A. EMPLOYEE INFORMATION

The CONTRACTOR shall submit a current list of the names, addresses and Social Security numbers 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 3.4 J)

The CONTRACTOR shall provide appropriate training to 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 MSDS, HAZMAT, and the handling of blood borne pathogens. Documentation confirming each employees training is to be kept at the buildings where they work together with the MSDS sheets. This information is due within thirty (30) days of contract start and will be updated regularly.

C. SERVICES PROVIDED

The CONTRACTOR hereby agrees that any of its employees who may be assigned to PIMA COUNTY buildings to satisfy CONTRACTOR's obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no other custodial work at PIMA COUNTY facilities.

D. FLOOR CREWS

All floor crew workers will be familiar with and able to identify all types of flooring, related

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

F. 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.

G. SERVICES PROVIDED

In the event that other custodial services, in addition to or separate from the services specified herein, may be deemed necessary by the Facilities Management Director or his 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 the proposal price schedule of this agreement.

H. CONFIDENTIALITY - HIPAA

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

3.2 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 employees name & last name (legible), ID number (readable at a distance of six feet), and company name 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, ~~and hats~~ 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 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 and the maintenance of other systems necessary to properly manage the contract.

3.3 SECURITY CLEARANCES:

The CONTRACTOR is responsible for obtaining security clearances from the Sheriff's Department for all its employees who will be working in sensitive areas. 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 to conduct background checks of all employees entering the sensitive facilities. The background checks will be conducted prior to any employee entering to work and will be based upon information provided to the Sheriff's Department including, but not limited to: name, address, date and place of birth, social security number, copy of INS documents, if applicable, and a copy of an official photo identification. The information will be provided to the Facilities Management Department at least three (3) business days (excluding weekend and holidays) in advance of the need for access. The security check will be conducted by a designated Sheriff's Department 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

3.4 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 are 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 on site. The inventory shall include the name of the product, manufacturer, container size(s), number of containers and the minimum and maximum volume of hazardous materials in concentrations greater than 0.1% for carcinogens (as defined in 29CFR part 1910.1200D4) and 1.0% for all other that are being stored and/or used on or intended to be stored on site. The CONTRACTOR shall also provide to PIMA COUNTY a description of the processes and/or procedures in which any of the chemicals on this list are used.

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

CONTRACTOR shall maintain on each site a notebook containing current (dated within the past three years or verified as most current by manufacturer) Material Safety Data Sheets (MSDS) for all materials being used on 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 MSDS notebook with updates shall also be provided to the Support Services Division of the Facilities Management Department.

E. EMERGENCY SPILL RESPONSE PLAN:

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

- Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
- Notification procedures.
- Response coordination procedures between CONTRACTOR and COUNTY.
- Provide a site plan showing the location of stored hazardous materials and location of

- spill containment/response equipment.
- Provide a written description of the training provided to the CONTRACTOR'S employees.

F. HAZARDOUS MATERIALS STORAGE AND LABELING SPECIFICATIONS:

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

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

G. NON HAZARDOUS MATERIALS LABELING SPECIFICATIONS:

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

H. OFFSITE STORAGE OF HAZARDOUS MATERIALS

PIMA COUNTY strongly encourages storage of hazardous materials off site until the materials are needed on-site.

I. HAZARDOUS MATERIALS MANAGEMENT PROGRAM DOCUMENTATION:

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

J. CONTRACTOR TRAINING REQUIREMENTS:

1. The CONTRACTOR shall provide requested copies of the company's written Hazardous Communication Program that satisfies requirements listed under Sections e., f., g., and h. of 29 CFR 1910.1200, Hazard Communication, to the COUNTY.

2. Prior to their assignment, the worker, will be fully trained, undergoing both a classroom and hands on training environment with written material and videos (which will be made available for review upon request within five calendar days from request) in a language they understand. All training will include HAZMAT certifiable training and all training sessions shall be open to County observation; each session shall be preceded by notification of said event to the County Representative. Each worker will be familiar with what is expected of them (e.g.: from intent, to finished job) as well as being familiar with all chemicals they are to use, (e.g.: the ability to name the product and its appropriate use) and how to use and read an MSDS and where they are located. Workers will also be aware of how to dilute the chemical(s) they will use and what surfaces they should be used on. The employee will know how to clean their assigned area and be familiar with how an area should appear after they have completed their work (e.g.: proper chair placement, table and counter-top cleaning, hand print removal, proper spillage on any number of common surfaces). The employee will be trained on how to clean, open, and restock all dispensers within Pima County.

3. All employees, including supervisors assigned to work in COUNTY facilities will be provided no

less than two (2) hours training on hazardous materials and asbestos in a language they understand. Attendance records of employees shall be signed and dated by each of those in attendance and a copy of said record, certified by the CONTRACTOR as being true and correct must be submitted to the Facilities Management Department prior to employee's first work date.

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

3.5 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.

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

3.7 LAWS AND REGULATIONS:

A. OSHA GUIDELINE COMPLIANCE:

1. MATERIAL SAFETY DATA SHEETS:

CONTRACTOR shall furnish to COUNTY Facilities Management Department copies of Material Safety Data Sheets (MSDS) for all products used, prior to beginning service in any facility. CONTRACTOR must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's MSDS must be provided to the Facilities Management Support Services Division prior to the product being used in any facility.

The MSDS must be in compliance with OSHA Regulation 1910.1200, paragraph g.

2. LABELING OF HAZARDOUS MATERIALS

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

3. OSHA GUIDELINES BLOOD PATHOGENS

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

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 Manager 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.

3.8 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 effect the conditions of DEFAULT of the General Bidding Instructions and Conditions of Purchase.

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.

3.10 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).

3.11 DEFAULT

Repeated incidents of unsatisfactory cleaning performance, shortage of hours, or failure to comply with other terms of the contract will result in a recommendation for termination for default by the Facilities Management Department.

- If the CONTRACTOR receives more than a total of 12 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 ten (10) notifications.
- Termination for default for any portion of the contract shall result in termination of the entire contract for default.

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 the Exhibit B: Unit Prices.

3.13 CONTRACTOR'S PERFORMANCE

A. REQUIREMENTS:

The custodial CONTRACTOR shall furnish all necessary trained personnel, supervision, scheduling, equipment and tools (and maintenance), cleaning chemicals, supplies, and other accessories required to perform the custodial services at the COUNTY'S facilities designated in the scope of the contract. All work shall be performed in strict accordance with the conditions, provisions, standards and specifications described herein.

B. PERSONNEL CONDUCT

CONTRACTOR personnel while on duty or in the vicinity of Pima COUNTY facilities, shall maintain themselves in an orderly and respectable manner. Excessive and unnecessary noise and boisterousness will not be tolerated and shall be grounds for requiring the dismissal of any

such employee.

C. QUALITY AND ACCEPTABILITY OF WORK

The Facilities Management Director or his authorized representative shall decide all questions which 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 authorized representative, performance becomes unsatisfactory, the COUNTY shall notify the CONTRACTOR, its authorized representatives or agents.

D. CONTACTING THE CONTRACTOR

1. 24 Hour Contact

The CONTRACTOR must have cell number to be contacted immediately anytime during a twenty-four (24) hour period and the CONTRACTOR must call back within sixty (60) minutes of the originating call. The CONTRACTOR'S telephone number must be free of charge for COUNTY use. The CONTRACTOR shall provide a Project Manager and an 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 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. SHORTAGE OF 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 (1-5). PIMA COUNTY cannot pay for services not rendered. In the event the CONTRACTOR does not provide the minimum daily man-hours as presented, and the COUNTY or another janitorial

company does not complete the work as provided in Section 3.13-C, the COUNTY will subtract the "value of each man-hour" for the shorted hours, or partial hours to the next higher half hour, plus twenty-percent (20%) to cover COUNTY administrative costs from the balance due or that may become due to the CONTRACTOR.

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.

I. SHORTAGE OF CLEANING SUPPLIES

Should the CONTRACTOR not furnish the proper supplies, the COUNTY will 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 alarm systems shall be borne by the CONTRACTOR. 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.

3.14 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, which 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.

3.15 SUPERVISION

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

3.16 24/7 DIRECT CELL PHONE

24/7 direct cell phone will be provided for all vendor supervisors, project manager and alternate project managers and Facilities Management will be given the numbers.

3.17 INSPECTIONS

A. RANDOM

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.

B. SCHEDULED

The Facilities Management Contract Compliance Specialist and CONTRACTOR's Project Manager or Alternate Project Manager or higher official shall conduct joint inspections of each location on a rotating basis. Inspections will be conducted weekly. The date and time shall be mutually agreed upon. CONTRACTOR will submit a summary of findings to the Facilities Management Department within 48 hours.

3.18 DAILY REPORT LOG

A. ALL EMPLOYEES

All CONTRACTOR employees must log in and out individually on the daily report log that is kept at each site. Employee must log in and out for any breaks or meal periods. All minimum daily man-hour requirements listed in this RFP must be documented or entries made as described herein. Failure to comply with result in non-payment for man-hours not reported. The log should be kept in the same area as the MSDS and training verification.

B. TIME IS OF THE ESSENCE

Because the COUNTY is providing services which involve the health, safety, and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by CONTRACTOR.

3.19 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.

3.20 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. Any toll charges will be reimbursed to COUNTY by CONTRACTOR.

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.

3.21 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.

3.22 STORAGE SPACE

The CONTRACTOR may store supplies, materials and equipment in storage area 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.

3.23 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.

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.

3.24 WORKWEEK

A. NORMAL WORK WEEK

The normal work week 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 the Scope of Services unless other arrangements are approved by Facilities Management.

B. HOURS OF SERVICE

Custodial services shall be performed in the hours as called for in the technical requirements. 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.

3.25 WORK SCHEDULE

Work schedule shall be set on an annual calendar identifying tasks and frequency of work as well as the minimum man-hours expected at every site. This will enable Facilities Management personnel to identify contracted services performed or not performed. The schedule shall be subject to Facilities Management approval. The 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.

3.26 FLOOR SPACE

All floor space at each facility is applicable unless specifically exempted.

3.27 DELIVERIES

CONTRACTOR'S employees are specifically prohibited from signing or acknowledging receipt of deliveries to COUNTY departments.

3.28 RECYCLING PROGRAM

The COUNTY has a recycling program for offices that generate 100,000 lbs. plus of Recyclable materials each month. 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 Contract Compliance Specialists. Depending upon the facility, CONTRACTOR will replace, move and/or empty the 30"X 30"X 4' high green wheeled recycling containers to and/or from designated areas. Containers being placed inside the building(s) must be cleaned, if necessary (inside and out). As necessary, CONTRACTOR will empty trash from recycle containers in order to restore container to recycling program. 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 barrels do not require liners.

3.29 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 meeting may include a walk-through of each facility.

J. 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.

3.30 ADDITIONS, DELETIONS, CHANGES

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

3.31 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.

3.32 SAFETY MEASURES

The CONTRACTOR must certify that all employees and representatives are trained to recognize and understand the Universal Safety Symbols.

3.33 QUARTERLY REVIEWS

A management representative of the successful CONTRACTOR will attend a quarterly compliance review with the Facilities Management Support Services Manager. The CONTRACTOR will be notified of the exact time and place of each meeting.

3.34 EXPERTISE

CONTRACTOR shall be required to provide training consultation and expertise (where appropriate) to the COUNTY to ensure the efficiency of his quality assurance program.

3.35 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.

3.36 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.

3.37 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.

3.38 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.

3.39 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.

3.40 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 which COUNTY was overcharged and submit a request for refund from CONTRACTOR for that amount.

3.41 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.

3.42 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.

4.0 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.

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
- Plastic or metal sieve/strainer to filter cigarette butts out of the sand and butt urns (ashtrays)
- Extension poles for high dusting and window cleaning
- Squeegee

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
- Wet/dry vacuum for emergencies

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

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 and 50' cord.
- Spot cleaning solution
- Dust buster or other hand held type vacuum (cordless)
- Beater brush vacuum (see 4.5.3)

4.5 SPECIAL CLEANING EQUIPMENT

4.5.1 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

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

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

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

4.5.5 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.

4.5.6 Type of Soap: Anti-Bacterial soap.

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.

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5.0 LOCATION- Facility Listing

Building keys will be issued to the CONTRACTOR. All employees will have uniforms. Supervisor shall perform a visual inspection to ensure nothing is being taken out of the building that does not belong to the employee.

Downtown Facilities

1. Facility: *Administration West*

- A. **Location:** 150 W. Congress, A Level, fl 1-6
- B. Approximate square footage to be cleaned: 90,000
- C. Nature of Building: Office
- D. Work Schedule: 2 X a week office/ 5X a week (RR)
- E. Cleaning hours From : 5:30am-7:00pm floors until 2 am
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative. Construction is scheduled for 4th and 5th floors, cleaning will be suspended during construction period. Cleaning will be resumed once the construction is completed.

Facility specific requirements: 2 X a week office / 5 X a week (RR&Kitchens), cleaning floors in shops on request.

2. Facility: *Central Plant*

- A. **Location:** 190 W. Congress
- B. Approximate square footage to be cleaned: 3,500
- C. Nature of Building: Heating / Cooling Plant
- D. Work Schedule: 5 X a week Full Service
- E. Cleaning hours from : 5:30pm-2:00am
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 X a week Full Service, includes Paint Shop.

3. Facility: **Administration Building**

- A. **Location: 130 W. Congress, A level, Fl 1-11**
- B. Approximate square footage to be cleaned: 84000
- C. Nature of Building: Office
- D. Work Schedule: 2 X a week office/ 5X a week (RR,Kit)
- E. Staff Schedule: 5:30am – 7:00pm; floors until 2 am
- F. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative. Includes Board of Supervisors offices, Public Meeting Area.

Facility specific requirements: 2 X a week office/ 5X a week (RR)

4. Facility: **Superior Court General Cleaning**

- A. **Location: 110 W. Congress**
- B. Approximate square footage to be cleaned: 170000
- C. Nature of Building: Office / Courts
- D. Work Schedule: 2 X a week full, Courts after use
- E. Cleaning hours between: 5:30pm-2:30am
- F. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 x a week clean, full service, courts after use

5. Facility: **Superior Courts Restrooms / Kitchens**

- A. **Location: 110 West Congress**
- B. Nature of Building: RRms / Kitchens / Lobbies
- C. Approximate Square Footage: 46,000
- D. Work Schedule: 5 x a week RR/Kitchens
- E. Staff Schedule: 7:30am-4:00pm
- F. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 x a week RR/Kitchens

6. Facility: **B- Level Holding Cells**

- A. **Location: 110 W. Congress**
- B. Nature of Building: Prisoners Holding Cells
- C. Work Schedule: 5 times per week
- D. Staff Schedule: PM After Business Hours
- E. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week clean

7. Facility: **Old Court House**

- A. **Location: 115 N. Church Ave.**
- B. Approximate square footage to be cleaned: 96,000
- C. Nature of Building: Office / Court Rooms
- D. Work Schedule: 2x a week offices/ 5 x a week RR/Kitchens, Courts after use
- E. Staff Schedule: 5:30 am to 4 pm/ 4:00 pm – 2 am
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 x a week offices/ 5 x a week RR/Kitchens, Courts after use, 1 x week recycling.

8. Facility: **Old Court House - Weekends**

- A. **Location: 115 N. Church**
- B. Nature of Building: Restrooms
- C. Work Schedule: 1 x a week (Sunday)
- D. Cleaning Hours between : 7:30am 4:00 pm
- E. General cleaning requirements specified herein shall be performed.
Any additional cleaning that can be done in the general area of the restrooms should be performed. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 1 x a week clean (Sunday) 4 manhours

9. Facility: *El Presidio Garage Offices / RRm*

- A. **Location: 165 W. Alameda**
- B. Approximate square footage to be cleaned: 1700
- C. Nature of Building: Office / RRm
- D. Work Schedule: 2 x a week offices/ 5 x a week RR/Kitchens
- E. Staff Schedule: 7:30 a.m to 4 pm/ 5:30 pm – 2:00 a.m
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 x a week offices/ 5 x a week RR/Kitchens

10. Facility: *El Banco Building*

- A. **Location: 801 W Congress**
- B. Approximate square footage to be cleaned: 5500
- C. Nature of Building: Office / RRm /Kitchen
- D. Work Schedule: 2 x a week offices/ 5 x a week RR/Kitchens
- E. Staff Schedule: 4:30 pm to 2:00 a.m
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 x a week offices/ 5 x a week RR/Kitchens

11. Facility: *Government Center Recycling*

- A. **Location: Various**
- B. Approximate square footage to be cleaned: N/A
- C. Nature of Building: Offices
- D. Work Schedule: 1x a week
- E. Cleaning hours between: 7:30am-4:00pm
- F. Periodic replacement of recycling totes with empty totes, taking recycling materials to staging areas for once a week pick up.

Facility specific requirements: 1x a week remove and replace recycle bins

12. Facility: **Legal Services Building**

- A. **Location: 32 N. Stone Ave.**
- B. Approximate square footage : 170000
- C. Nature of Building : Office
- D. Work Schedule: 2 X a week office/ 5X a week (RR)
- E. Staff Schedule: 5:30am-4:00pm / floors until 2 am
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 7:30am – 4pm / 5:30pm – 2 am

13. Facility: **Bank of America Building**

- A. **Location: 33 N. Stone Ave.**
- B. Approximate square footage : 130,000
- C. Nature of Building : County Offices
- D. Work Schedule: 2 X a week office/ 5X a week (RR/K)
- E. Staff Schedule: 4:30pm-2:00am
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: County 2 full, 5 RRK

14. Facility: **Bank of America Building**

- A. **Location: 33 N. Stone Ave.**
- B. Approximate square footage : 80,000
- C. Nature of Building : Offices with tenants
- D. Work Schedule: 5 x week full for tenants.
- E. Staff Schedule: 4:30pm-2:00am
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: Tenants in building require full service

15. Facility: **Bank of America Building**

- A. **Location:** 33 N. Stone Ave.
- B. Approximate square footage : 200,000
- C. Nature of Building : Recycling
- D. Work Schedule: 1 x week
- E. Staff Schedule: 4:30pm-2:00am
- F. Periodic replacement of recycling totes with empty totes, taking recycling materials to staging areas for once a week pick up.

Facility specific requirements: 1 x a week remove & replace recycle bins

16. Facility: **Health – Teresa Lee Clinic**

- A. **Location:** 332 South Freeway
- B. Approximate square footage to be cleaned: 9,700
- C. Nature of Building: Clinic
- D. Work Schedule: 5 times a week full
- E. Staff Schedule: PM after business hours.
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet Shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week full

17. Facility: **Legal Services Building**

- A. **Location:** 32 N. Stone
- B. Approximate square footage to be cleaned: N/A
- C. Nature of Building: Office
- D. Work Schedule: 1 x a week
- E. Staff Schedule: 7:30 am – 4:00 pm:
- F. Periodic replacement of recycling totes with empty totes, taking recycling materials to staging areas for once a week pick up.

Facility specific requirements: 1 x a week remove & replace recycle bins

18. Facility: **Public Work's County Side**

- A. **Location:** 201 N. Stone
- B. Approximate square footage to be cleaned: 122,000

- C. Nature of Building: Office
- D. Work Schedule: 2 x a week/ 5 x RR/Kit
- E. Staff Schedule: 5:30 am – 4:00 pm/ floors until 2 am
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week Full Service

19. Facility: *Public Works Building City Side*

- A. **Location: 201 North Stone**
- B. Nature of Building: Office
- C. Work Schedule: 2 x week full service/ 5 x RR/Kit
- D. Staff Schedule: 5:30am-4:00pm / floors until 2 am
- E. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week, full service.

20. Facility: *Public Works Building - Recycling*

- A. **Location: 201 N. Stone**
- B. Approximate square footage to be cleaned: N/A
- C. Nature of Building: Office
- D. Work Schedule: 1 x a week
- E. Staff Schedule: 7:30am – 4:00pm
- G. Periodic replacement of recycling totes with empty totes, taking recycling materials to staging areas for once a week pick up.

Facility specific requirements: 1 x a week remove & replace recycle bins.

21. Facility: *Flood Control – 97 E. Congress*

- A. **Location: 97 E. Congress**
- B. Approximate square footage to be cleaned: 42,000
- C. Nature of Building: Office / School / Court Rooms
- D. Work Schedule: 2 x a week full service, 5 x RR/Kit
- E. Staff Schedule: PM After business hours (5:30PM)

- F. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet Shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 x a week clean, full service, 1 x week recycle

22. Facility: *Joel Valdez Main Library*

- A. **Location: 101 N. Stone**
- B. Nature of Building: Office / Library
- C. Work Schedule: 7 times per week, full service
- D. Cleaning hours between: 11:30am-3:30pm Porter / After Business Hrs General Cleaning.
- E. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 7 times a week clean, full service, Porter 5 x week daytime, 1 x week recycle.

(END OF DOWNTOWN FACILITES)

5.0 LOCATION- Facility Listing

AJO, AZ FACILITIES

1. Facility: *Ajo Courthouse*

- A. **Location: 111 La Mina**
- B. Approximate square footage to be cleaned: 8500
- C. Nature of Building: Courthouse
- D. Work Schedule: 5 times per week full Service
- E. Cleaning hours : After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times per week Full Service

2. Facility: *Health Bldg.*

- A. **Location: 120 Estrella**
- B. Approximate square footage to be cleaned: 2600
- C. Nature of Building: Health Services
- D. Work Schedule: 5 X a week full service
- E. Cleaning hours from : After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet Shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 X a week full service

3. Facility: *Sheriff's Office*

- A. **Location: 1259 Wells Road**
- B. Approximate square footage to be cleaned: 3500
- C. Nature of Building: Offices
- D. Work Schedule: 3 x a week, full service.
- E. Staff Schedule: After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet Shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements

is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 3x a week clean, Full Service

4. Facility: ***Library***

A. **Location:** Ajo Plaza

B. Approximate square footage to be cleaned: 4950

C. Nature of Building: Library

D. Work Schedule: 6 x a week full service.

E. Cleaning hours between: After Business Hours

F. General cleaning requirements specified herein shall be performed.

All floor work, including stripping and waxing, spray buffing, carpet Shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 x a week clean, full service.

5. Facility: ***Recreation Center***

A. **Location:** 290 5th Street

B. **Nature of Building:** Recreation Center

C. Approximate Square Footage: 6,000

D. Work Schedule: Quarterly floor care only

E. Staff Schedule: Schedule with Recreation Center Staff

F. General cleaning requirements specified herein shall be performed.

All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: Quarterly Floor Care only

6. Facility: ***Courthouse Flag Raising***

A. **Location:** 111 La Mina

B. Nature of Building: Office

C. Work Schedule: 5 time per week

D. Staff Schedule: Sunrise and Sunset

E. Raise and lower Courthouse flag 5 days a week.

END OF AJO, AZ FACILITIES

5.0 LOCATION-Facility Listing

OUTLYING "A" FACILITIES

1. Facility: Adult Probation - Broadway

- A. **Location: 8180 East Broadway**
- B. Approximate square footage to be cleaned: 12,600
- C. Nature of Building: Office
- D. Work Schedule: 2 times a week full service, 5 times RR/Kit.
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet Shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week for restroom/kitchens, 2 times a week full service.

2. Facility: Animal Control

- A. **Location: 4000 N. Silverbell**
- B. Approximate square footage to be cleaned: 4700
- C. Nature of Building: Animal Care
- D. Work Schedule: 3 times a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet Shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 3 times a week full service.

3. Facility: Fleet Services Heavy Equipment Shop

- A. **Location: 1313 South Mission**
- B. Approximate square footage to be cleaned: 1800
- C. Nature of Building: Maintenance Shop
- D. Work Schedule: 2 times a week full/ 5 x RR,Kit
- E. Staff Schedule: 7:30 a.m. – 4:00 p.m.
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet Shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements

is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit., 2 times a week full service.

4. Facility: **Fleet Services Offices**

- A. **Location:** 1313 South Mission
- B. Approximate square footage to be cleaned: 2600
- C. Nature of Buildings: Offices
- D. Work Schedule: 2 times a week full/5 X RR,Kit
- E. Staff Schedule: Between 7:30 a.m. and 4:00 p.m.
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet Shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit, 2 times a week full service

5. Facility: **TRANS – Houghton & Irvington**

- A. **Location:** 4751 S. Mesquite Ranch Rd.
- B. Approximate square footage to be cleaned: 2000
- C. **Nature of Building:** Office
- D. Work Schedule: One times a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 1 times a week full service.

6. Facility: **Mt. Lemmon Comfort Station**

- A. **Location:** Mt. Lemmon
- B. Approximate square footage to be cleaned: N/A
- C. Nature of Building: Restrooms Only
- D. Work Schedule: 7 times a week
- E. Staff Schedule: During Business Hours
- F. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of

CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 7 times a week clean

7. Facility: **Adult Probation – West**

- A. **Location: 3781 N Highway Dr #103**
- B. Approximate square footage to be cleaned: 5000
- C. Nature of Building: Office
- D. Work Schedule: 2 times a week full/ 5 X RR/Kit
- E. Staff Schedule: PM after business hours.
- G. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit., 2 times a week full service.

8. Facility: **Cooperative Extension**

- A. **Location: 4220 N. Campbell**
- B. Approximate square footage to be cleaned: 8000
- C. Nature of Building: Office
- D. Work Schedule: 3 times a week full/ 5 x RR/Kit
- E. Staff Schedule: PM After business hours
- H. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit., 3 times a week full service.

9. Facility: **Las Artes Learning Center**

- A. **Location: 23 W. 27th Street**
- B. Approximate square footage to be cleaned: 14000
- C. Nature of Building: Class Rooms / Offices
- D. Work Schedule: 5 X a week Full Clean
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's

representative.

Facility specific requirements: 5 times a week clean, full service.

10. Facility: Health-North Side Clinic

- A. **Location: 3550 N. 1st**
- B. Approximate square footage to be cleaned: 8,550
- C. Nature of Building: Clinic
- D. Work Schedule: 5 times a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week clean, full service.

11. Facility: Health – WIC Centro Del Sur

- A. **Location: 1631 South 10th Avenue**
- B. Approximate square footage to be cleaned: 3200
- C. Nature of Building: Clinic
- D. Work Schedule: 5 times a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week clean, full service.

12. Facility: Health-WIC Romero Road

- A. **Location: 4500 N. Romero Road**
- B. Approximate square footage to be cleaned: 2,440
- C. Nature of Building: Clinic / Offices
- D. Work Schedule: 5 times a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements

is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week clean, full service.

13. Facility: Ina Rd. Field Office (Wastewater Management)

- A. **Location: 5043 W. Ina Rd.**
- B. Approximate square footage to be cleaned: 800
- C. Nature of Building: Office
- D. Work Schedule: 2 times a week full/ 5 x RR/Kit
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit., 2 times a week full service.

15. Facility: Ina Road Fuel Station, Fleet Services Dept.

- A. **Location: 5093B West Ina Road.**
- B. Approximate square footage to be cleaned: N/A
- C. Nature of Building: Fuel Station Restrooms
- D. Work Schedule: Restrooms only, 2 times a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet Shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week RR/Kit.,

16. Facility: Ina Road, Solid Waste

- A. **Location: 5301 N. Ina Road**
- B. Approximate square footage to be cleaned: 1,400
- C. Nature of Building: Office
- D. Work Schedule: 2 times a week full/5 x RR/Kit
- E. Staff Schedule: PM after business hours.
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit., 2 times a week full service.

17. Facility: **Industrial Waste Control**

- A. **Location: 5025 W. Ina Road**
- B. Approximate square footage to be cleaned: 5000
- C. Nature of Building: Office
- D. Work Schedule: 2 times a week full/ 5 X RR/Kit
- E. Staff Schedule: PM after business hours.
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit., 2 times a week full service.

18. Facility: **Library – Bear Canyon**

- A. **Location: 8559 E. Tanque Verde**
- B. Approximate square footage to be cleaned: 14,000
- C. Nature of Building: Library
- D. Work Schedule: 6 times a week.
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week clean, full service.

19. Facility: **Library - Catalina**

- A. **Location: 15560 N. Oracle Rd.**
- B. **Approximate square footage to be cleaned: 2,400**
- C. Nature of Building: Library
- D. Work Schedule: 6 times a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week clean, full service.

20. Facility: Library-Marana

- A. **Location: 13370 Lon Adams**
- B. Approximate square footage to be cleaned: 5000
- C. Nature of Building: Library and meeting rooms
- D. Work Schedule: 5 times a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week full service.

21. Facility: Library-Nanini

- A. **Location: 7300 N. Shannon**
- B. Approximate square footage to be cleaned: 16000
- C. Nature of Building: Library
- D. Work Schedule: 6 times a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week clean, full service.

22. Facility: Library- River Center

- A. **Location: 5605 E. River Rd.**
- B. Approximate square footage to be cleaned: 9400
- C. Nature of Building: Library
- D. Work Schedule: 6 times a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week clean, full service.

23. Facility: Library- Sam Lena

- A. **Location: 1607 S. 6th Avenue**
- B. Approximate square footage to be cleaned: 7700
- C. Nature of Building: Library
- D. Work Schedule: 6 times a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week clean, full service.

24. Facility: Picture Rocks - Sheriff

- A. **Location: 6265 N. Sandario Rd.**
- B. Approximate square footage to be cleaned: 1700
- C. Nature of Building: Offices
- D. Work Schedule: 5 times a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit., 2 times a week full service.

25. Facility: Nanini Government Center - Sheriff

- A. **Location: 7300 N. Shannon**
- B. Approximate square footage to be cleaned: 4500
- C. Nature of Building: Offices
- D. Work Schedule: 2 times a week full/ 5 x RR/Kit
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit., 2 times a week full service.

26. Facility: Northwest Judicial Center

- A. **Location: 4650 N. Highway Dr.**
- B. Approximate square footage to be cleaned: 7500
- C. Nature of Building: Office
- D. Work Schedule: 2 times a week full/ 5 x RR/Kit
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit., 2 times a week full service.

27. Facility: Pima Vocational High School – Sweetwater Rd.

- A. **Location: 2600 W. Sweetwater Rd.**
- B. Approximate square footage to be cleaned: 3,500
- C. Nature of Building: Office
- D. Work Schedule: 5 times a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week clean, full service.

28. Facility: Roger Rd WW Treatment Plant – Sweetwater Rd.

- A. **Location: 2600 W. Sweetwater Rd.**
- B. Approximate square footage to be cleaned: 4300
- C. Nature of Buildings: Offices, shops, lab, locker rooms.
- D. Work Schedule: 5 times a week
- E. Staff Schedule: AM during business hours
- F. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week clean, full service.

29. Facility: WWM – Richey Rd. Operation

- A. **Location: 3390 N. Richey Rd.**
- B. Approximate square footage to be cleaned: 7500
- C. Nature of Building: Office
- D. Work Schedule: 2 times a week full/ 5 x RR/Kit
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit., 2 times a week full service.

30. Facility: TRANS – Mission Rd. Ops Bldg// Sign Shop

- A. **Location: 1313 S. Mission Rd.**
- B. Approximate square footage to be cleaned: 3200
- C. Nature of Building: Warehouse/Office
- D. Work Schedule: 2 times a week full/ 5 x RR/Kit.
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit., 2 times a week full service.

31. Facility: Sheriff Catalina Substation

- A. **Location: 16134 N. Oracle Rd.**
- B. Approximate square footage to be cleaned: 700
- C. Nature of Building: Office
- D. Work Schedule: 2 times a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week clean, full service.

32. Facility: Sheriff Rincon Substation

- A. Location: 8999 E. Tanque Verde**
- B. Approximate square footage to be cleaned: 5400
- C. Nature of Building: Office
- D. Work Schedule: 2 times p/wk, 5 times a week RRm/Kitchen
- E. Staff Schedule: 7:30 a.m. to 4:00 p.m.
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit., 2 times a week full service.

33. Facility: Superior Court Warehouses

- A. Location: 1313 S. Mission Rd. #21 * #23**
- B. Approximate square footage to be cleaned: 700
- C. Nature of Building: Office, restrooms
- D. Work Schedule: 5 times a week RR
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week clean RR.

34. Facility: Tangerine Landfill Trailer

- A. Location: Tangerine Rd. & I-10**
- B. Approximate square footage to be cleaned: 1200
- C. Nature of Building: Office Trailer
- D. Work Schedule: 2 times week full/ 5 x RR/Kit
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit., 2 times a week full service.

35. Facility: Woods Branch - Library

- A. **Location:** 3455 N. 1st Ave
- B. Approximate square footage to be cleaned: 10000
- C. Nature of Building: Library
- D. Work Schedule: 6 times a week.
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week clean, full service.

36. Facility: Himmel Park - Library

- A. **Location:** 1035 N. Treat Ave.
- B. Approximate square footage to be cleaned: 6500
- C. Nature of Building: Library
- D. Work Schedule: 6 times per week full service
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week clean, full service.

37. Facility: Wilmot Branch - Library

- A. **Location:** 530 N. Wilmot Rd.
- B. Approximate square footage to be cleaned: 19000
- C. Nature of Building: Library
- D. Work Schedule: 7 times per week
- E. Staff Schedule: PM After business hours, Sunday mid-afternoon
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week full service, Sunday 4 hours day porter

38. Facility: Martha Cooper – Library

- A. **Location:** 1377 N. Catalina
- B. Approximate square footage to be cleaned: 7700
- C. Nature of Building: Library
- D. Work Schedule: 6 times per week full service
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet Shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative. **This library features very high air ducts which must be dusted quarterly.**

Facility specific requirements: 6 times a week clean, full service.

39. Facility: Pima County Health Clinic E

- A. **Location:** 6920 E Broadway
- B. Approximate square footage to be cleaned: 11000
- C. Nature of Building: Health Clinic
- D. Work Schedule: 5 times per week full service
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week clean, full service.

40. Facility: Animal Control Adm Trailer

- A. **Location:** 4000 W Silverbell
- B. Approximate square footage to be cleaned: 2200
- C. Nature of Building: Office Trailer
- D. Work Schedule: 2 times week full/5 x RR/Kit
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/K, 2 time a week full service.

41. Facility: Taft Wheeler Abbett Library

- A. **Location:** 7800 N Schisler Dr.
- B. Approximate square footage to be cleaned: 20000
- C. Nature of Building: Library
- D. Work Schedule: 6 times per week full service
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week clean, full service.

42. Facility: Flowing Wells Library

- A. **Location:** 1730 W Wetmore rd
- B. Approximate square footage to be cleaned: 5000
- C. Nature of Building: Library
- D. Work Schedule: 6 times per week full service
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week clean, full service.

43. Facility: WWM Field Office -

- A. **Location:** 3355 N dodge Blvd
- B. Approximate square footage to be cleaned: 4000
- C. Nature of Building: Office
- D. Work Schedule: 5 times per week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit, 2 times full service.

44. Facility: Jackson Center

- A. **Location:** 400 E 26th St.
- B. Approximate square footage to be cleaned: 6500
- C. Nature of Building: Office
- D. Work Schedule: 2 times week full/ 5 x RR/Kit
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit, 2 times a week full service.

45. Facility: Lindsey Center

- A. **Location:** 1602 S Third Ave
- B. Approximate square footage to be cleaned: 1800
- C. Nature of Building: Education Center
- D. Work Schedule: 2 times week full/ 5 x RR/kit
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit, 2 times a week full service.

46. Facility: Catalina Community Services

- A. **Location:** 3535 E Hawser Rd
- B. Approximate square footage to be cleaned: 2400
- C. Nature of Building: Office Building
- D. Work Schedule: 2 times week full/ 5 x RR/Kit
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit, 2 times a week full service.

47. Facility: Catalina PC Health Services

- A. **Location:** 3535 E Hawser Street
- B. Approximate square footage to be cleaned: 1800
- C. Nature of Building: Health Clinic
- D. Work Schedule: 2 times week full/ 5 x RR/Kit
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit, 2 times a week full service.

48. Facility: Print shop

- A. **Location:** 1313 s mission rd # 28
- B. Approximate square footage to be cleaned: 1600
- C. Nature of Building: Warehouse and offices
- D. Work Schedule: 2 times week full/ 5 x RR/Kit
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit, 2 times a week full service.

49. Facility: IT Wireless Services

- A. **Location:** 1313 S Mission Rd # 27
- B. Approximate square footage to be cleaned: 1600
- C. Nature of Building: Offices, warehouse
- D. Work Schedule: 2 times week full/5 x RR/Kit
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week RR/Kit, 2 times a week full service.

END OF OUTLYING "A" FACILITIES

OUTLYING “B” FACILITIES

1. Facility: Corona de Tucson Sheriff Substation

A. Location: 16321 S Houghton Rd

B. Approximate square footage to be cleaned: 1500

C. Nature of Building: Offices

D. Work Schedule: 2 times per week full

E. Staff Schedule: PM After business hours

F. General cleaning requirements specified herein at Section 2, Cleaning Standards, shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week full service.

2. Facility: Adult Probation Ajo Way

A. Location: 2695 E. Ajo Way

B. Approximate square footage to be cleaned: 29,900

C. Nature of Building: Office

D. Work Schedule: 2 times a week full/ 5 x RR/Kit

E. Staff Schedule: AM during business hours

F. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week for restroom/kitchens, 2 X full service

3. Facility: Green Valley Clinic

A. Location: 601 N. La Canada

B. Approximate square footage to be cleaned: 1780

C. Nature of Building: Clinic

D. Work Schedule: 5 times a week full

E. Staff Schedule: PM After business hours

F. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week clean, full service.

4. Facility: **Health Walter Rogers Clinic**

- A. **Location: 175 W. Irvington Rd.**
- B. Approximate square footage to be cleaned: 7300
- C. Nature of Building: Clinic
- D. Work Schedule: 5 times a week full
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week clean, full service.

5. Facility: **Green Valley Govt. Center**

- A. **Location: 601 La Canada**
- B. Approximate square footage to be cleaned: 3650
- C. Nature of Building: Office
- D. Work Schedule: 2 times a week full/ 5 x RR/Kit
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week clean, full service. RR/kit. 5 times a week

6. Facility: **Juvenile Court County Attorneys Office**

- A. **Location: 2335 E. Ajo Way**
- B. Approximate square footage to be cleaned: 8900
- C. Nature of Building: Office
- D. Work Schedule: 2 times a week full/ 5 x RR/Kit
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

representative.

Facility specific requirements: 2 times a week full/ 5 x RR/Kit

7. Facility: **Juvenile Courts Public Defenders**

- A. **Location:** 2337 E. Ajo Way
- B. Approximate square footage to be cleaned: 5400
- C. Nature of Building: Office
- D. Work Schedule: 2 times a week full, 5 x RR/Kit.
- E. Staff Schedule: PM After business hours
- G. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week full, 5 x RR/Kit.

8. Facility: **Juvenile Court Center**

- A. **Location:** 2225 E. Ajo Way
- B. Approximate square footage to be cleaned: 115,000
- C. Nature of Building: Office/Court Rooms
- D. Work Schedule: 2 times a week full/ 5 x RR/Kit
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week full/ 5 x RR/Kit

9. Facility: **Kino Medical Examiners**

- A. **Location:** 2825 E. District Street
- B. Approximate square footage to be cleaned: 7,900
- C. Nature of Building: Office
- D. Work Schedule: 5 times a week full
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein shall be performed. All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week clean, full service.

10. Facility: **Kino Teen Center**

- A. **Location:** 2801 E. Ajo Way
- B. Approximate square footage to be cleaned: 5300
- C. Nature of Building: Office/Medical
- D. Work Schedule: 6 times a week full
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week clean, full service.

11. Facility: **Library-Arivaca – Janitorial and Landscape**

- A. **Location:** 5th Street
- B. Approximate square footage to be cleaned: 2200
- C. Nature of Building: Library
- D. Work Schedule: 5 times a week full
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet Shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. **At this site Janitor is required to maintain landscaping around building, keeping free of weeds, trash and debris. Maintain watering schedule as required. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.**

Facility specific requirements: 5 times a week clean, full service.

12. Facility: **Library- Green Valley**

- A. **Location:** 601 N. La Canada
- B. Approximate square footage to be cleaned: 13,800
- C. Nature of Building: Library
- D. Work Schedule: 6 times a week full
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements

is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week clean, full service.

13. Facility: Sheriff-Shooting Range

- A. **Location: 10001 S. Rita Rd.**
- B. Approximate square footage to be cleaned: 5500
- C. Nature of Building: Office / Class Rooms
- D. Work Schedule: 2 times a week full, 5 x RR/Kit
- E. Staff Schedule: AM During business hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week full, 5 x RR/Kit

14. Facility: Sheriff-Green Valley

- A. **Location: 601 N. La Canada**
- B. Approximate square footage to be cleaned: 4,000
- C. Nature of Building: Office
- D. Work Schedule: 2 times a week, restrooms/kitchen 5 times a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week, restrooms/kitchen 5 times a week.

15. Facility: SHERIFF-San Xavier Substation

- A. **Location: 2545 E. Ajo Way**
- B. Approximate square footage to be cleaned: 6800
- C. Nature of Building: Office
- D. Work Schedule: 2 times a week, Restrooms 5 X a week
- E. Staff Schedule: PM After business hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet

vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week, Restrooms 5 X a week

16. Facility: SHERIFF HIDTA Center

- A. **Location: 6868 S. Plumber**
- B. Approximate square footage to be cleaned: 45700
- C. Nature of Building: Office / High Security
- D. Work Schedule: 2 X a week full, 5 x RR/kit
- E. Staff Schedule: 7:30 a.m. to 5:00 p.m.
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative. Anyone entering this building must have prior clearance from HIDTA administration. This is a high security office and all work must be scheduled with HIDTA administration.

Facility specific requirements: 2 times full, 5 x RR/kit **CLEAN DURING BUSINESS HOURS**

17. Facility: Sheriff-Property & Evidence

- A. **Location: 1600 E. Benson Hwy**
- B. Approximate square footage to be cleaned: 2000
- C. Nature of Building: Office / High Security
- D. Work Schedule: 2 times a week full, restrooms/kitchen 5 times a week
- E. Staff Schedule: AM During business hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week full, restroom/kitchen 5 times a week

18. Facility: Sheriff – Robles Junction

- A. **Location: 16140 W. Ajo Way**
- B. Approximate square footage to be cleaned: 1350
- C. Nature of Building: Office
- D. Work Schedule: 2 times a week full, Restrooms 5 times a week.
- E. Staff Schedule: AM During business hours

- G. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week full, Restrooms 5 times a week

19. Facility: Records Warehouse

- A. **Location: 1640 E. Benson Hwy**
- B. Approximate square footage to be cleaned: 1350
- C. Nature of Building: Warehouse / Office
- D. Work Schedule: 2 times a week full/ 5 x RR/Kit
- E. Staff Schedule: PM After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week full/ 5 x RR/Kit

20. Facility: Kino Service Center

- A. **Location: 2797 E. Ajo Way**
- B. Approximate square footage to be cleaned: 28,400
- C. Nature of Building: Office
- D. Work Schedule: 2 times a week full/ 5 x RR/Kit
- E. Staff Schedule: PM After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week full/ 5 x RR/Kit

21. Facility: Columbus Library

- A. **Location: 4350 E. 22nd Street**
- B. Approximate square footage to be cleaned: 10600
- C. Nature of Building: Library
- D. Work Schedule: 6 times a week full

E, Staff Schedule: PM After Business Hours

F. General cleaning requirements specified herein shall be performed.

All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week full

22. Facility: Quincie Douglas Library

A. **Location: 1585 E. 36th Street**

B. Approximate square footage to be cleaned: 10600

C. Nature of Building: Library

D. Work Schedule: 6 times a week full

E. Staff Schedule: PM After Business Hours

F. General cleaning requirements specified herein shall be performed.

All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week full

23. Facility: Mission Library

A. **Location: 3770 S. Mission Rd**

B. Approximate square footage to be cleaned: 10000

C. Nature of Building: Library

D. Work Schedule: 6 times a week full

E. Staff Schedule: PM After Business Hours

F. General cleaning requirements specified herein shall be performed.

All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week full

24. Facility: Valencia Branch Library

A. **Location: 202 W. Valencia Rd.**

B. Approximate square footage to be cleaned: 17,700

C. Nature of Building: Library

- D. Work Schedule: 6 times a week full
- E. Staff Schedule: PM After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week full

25. Facility: El Pueblo Library

- A. **Location: 101 W. Irvington Rd.**
- B. Approximate square footage to be cleaned: 3700
- C. Nature of Building: Library
- D. Work Schedule: 6 times a week full
- E. Staff Schedule: PM After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 6 times a week full

26. Facility: Santa Rosa Library

- A. **Location: 1075 S. 10th Avenue**
- B. Approximate square footage to be cleaned: 7500
- C. Nature of Building: Library
- D. Work Schedule: 5 times a week full
- E. Staff Schedule: PM After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week full

27. Facility: WIC -Continental

- A. **Location: 1100 Whitehouse Canyon Rd, Continental, AZ**
- B. Approximate square footage to be cleaned: 2000

- C. Nature of Building: Warehouse
- D Work Schedule: 2 times a week full/ 5 x rr/kit
- D. Staff Schedule: PM After Business Hours
- G. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week full/ 5 x RR

28. Facility: Sheriff's Hanger

- A. **Location: 1840 E Valencia Avenue**
- B. Approximate square footage to be cleaned: 1,950
- C. Nature of Building: Airplane Hanger
- D. Work Schedule: 5 times a week
- E. Staff Schedule: PM After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week

29. Facility: Children's Advocacy Ctr

- A. **Location: 2397 E Ajo Way**
- B. Approximate square footage to be cleaned: 21,460
- C. Nature of Building: Office building
- D. Work Schedule: 2 times a week full/ 5 x rr/kit
- E. Staff Schedule: PM After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week full/ 5 x rr/kit

30. Facility: Sahuarita Library

- A. **Location: 725 W Via Rancho Dr., Sahuarita, AZ**
- B. Approximate square footage to be cleaned: 7500
- C. Nature of Building: Library
- D. Work Schedule: 5 times a week full
- E. Staff Schedule: PM After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week full

31. Facility: TB Clinic

- A. **Location: 2980 E district Dr**
- B. Approximate square footage to be cleaned: 3,520
- C. Nature of Building: Health Clinic
- D. Work Schedule: 5 times a week full
- E. Staff Schedule: PM After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 5 times a week full

32. Facility: Elections Building

- A. **Location: 6550 S Country Club Blvd**
- B. Approximate square footage to be cleaned: 33,500
- C. Nature of Building: office and warehouse
- D. Work Schedule: 2 times a week full/ 5 x rr/kit
- E. Staff Schedule: PM After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week full/ 5 x rr/kit, during elections access to some areas may require an escort, some additional cleanings may be required.

33. Facility: Investment Partnership

- A. **Location: 3810 S Evans St.**
- B. Approximate square footage to be cleaned: 1600
- C. Nature of Building: office building
- D. Work Schedule: 2 times a week full/ 5 x rr/kit
- E. Staff Schedule: PM After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: _2 times a week full/ 5 x rr/kit

34. Facility: Quincie Douglas Annex

- A. **Location: 949-951 E 35th St.**
- B. Approximate square footage to be cleaned: 3,500
- C. Nature of Building: Office, apt. complex
- D. Work Schedule: 2 times a week full/ 5 x rr/kit
- E. Staff Schedule: PM After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: _2 times a week full/ 5 x rr/kit

35. Facility: Sahuarita Landfill

- A. **Location: 16605 S La Canada Dr., Sahuarita, AZ**
- B. Approximate square footage to be cleaned: 2500
- C. Nature of Building: office trailer
- D. Work Schedule: 2 times a week full/ 5 x rr/kit
- E. Staff Schedule: PM After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: _2 times a week full/ 5 x rr/kit

36. Facility: Kino Sports Complex

- A. **Location:** 2500 E Ajo Way
- B. Approximate square footage to be cleaned: 5,500
- C. Nature of Building: Sports buildings
- D. Work Schedule: 2 times a week full/ 5 x rr/kit
- E. Staff Schedule: PM After Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: _2 times a week full/ 5 x rr/kit

END OF OUTLYING "B" FACILITIES

ABRAMS FACILITIES

1. Facility: **U of A at Abrams Ctr, 2nd Floor**

- A. **Location:** 3950 S Country club, 2nd Floor
- B. Approximate square footage to be cleaned: 5,000
- C. Nature of Building: Health Center
- D. Work Schedule: 2 times a week full/ 5 x rr/kit
- E. Staff Schedule: AM during Business Hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum & spot cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week full/ 5 x rr/kit; Carpet extraction quarterly for heavily traveled areas and conference rooms, twice annually for offices.

2. Facility: **Abrams Health Center 1st, 3rd and 4th Floors**

- A. **Location:** 3950 S Country Club Rd.
- B. Approximate square footage to be cleaned: 136,500
- C. Nature of Building: Health center
- D. Work Schedule: 2 times a week full/ 5 x rr/kit
- E. Staff Schedule: PM After Business Hours, Day Porter 8 hours
- F. General cleaning requirements specified herein shall be performed.
All floor work, including stripping and waxing, spray buffing, carpet shampooing (extraction), and carpet vacuum & spot cleaning is included in the minimum daily required man-hours. Scheduling of these requirements is the responsibility of CONTRACTOR. All schedules are to be approved by the COUNTY's representative.

Facility specific requirements: 2 times a week full/ 5 x rr/kit, Day Porter 8 hours. Carpet extraction quarterly for conference rooms and heavily trafficked areas, twice annually for offices and monthly in the WIC area on 2nd floor and Vital Records area on the first floor.

END OF ABRAMS FACILITIES

6.0 ENVIRONMENTALLY PREFERRED PRODUCTS

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.

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.

6.3 SPECIFIC ENVIRONMENTALLY PREFERRED PRODUCT CRITERIA FOR JANITORIAL SUPPLIES

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.

Green Paper Products

- EPA's Comprehensive Procurement Guidelines and Green Seal's Standards for Tissue (GS-1) and Towels (GS-9) for recycled content in janitorial paper products bleached without the use of chlorine or its derivatives.
- Products dispensed from large rolls to minimize packaging and waste. Folded paper towels are discouraged.
- "Hands-free" paper towel dispensers that reduce the potential for cross-contamination. High-capacity dispensers that promote waste-reduction by controlling towel usage.

While many cleaning products may not be of significant concern, there are instances when certain ingredients may pose health and/or environmental threats, especially in locations where ventilation is inadequate, chemicals are used or stored improperly, or sewage/septic systems are unable to break down persistent chemicals. Because most cleaning products are designed to be disposed down the drain, their components or degradation products enter directly to the environment. Human exposure is also a concern, because all building residents, including maintenance workers, may be exposed to these chemicals either during or following their application. As a result of these 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.

CONTRACTOR is required to complete the Material Matrix (environmental content of cleaning products) in the Bidders section which will identify the environmental characteristics for each product proposed.

6.4 MATERIAL SAFETY DATA SHEET (MSDS) INFORMATION

MSDSs required for all products, must be dated within the last three years or include a manufacturer's statement of verification that the MSDS on-hand is the most current for the product. Completed MSDSs 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.

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 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 whoserating only includes a 2 or below.

H. CHLORINATED FLUOROCARBONS (CFCs/Freons)

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

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.

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 which 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.

6.8 QUATERNARY AMMONIUM CHLORIDE DETERGENT/DISINFECTANT

A. SCOPE

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

B. TYPE

Liquid

C. REQUIREMENTS

1. The cleaner disinfectant shall be a balanced blend of synthetic organic detergents, inorganic alkaline builders, water softening agents and synthetic quaternary ammonium germicide. Color shall be optional.
2. The cleaner disinfectant shall not contain any soap, mercury compounds, chlorine, peroxide or formaldehyde, or materials which release such compounds when diluted according to directions.
3. The disinfectant shall have a phenol coefficient of about 10.0 against *S. Typhosa* and *Staphylococcus Aureus* by the A.O.A.C. confirmation test at a one to sixty-four (1:64) dilution. The disinfectant shall kill *Pseudomonas Acruginosa* 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.

6.9 LOTION CLEANSER

A. SCOPE

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

B. REQUIREMENTS

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

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.

6.11 GLASS CLEANER

A. SCOPE

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

B. REQUIREMENTS

1. The compound shall be a blend of synthetic, organic detergents, alcohols, solvents and germicidal components; it shall not contain any perfume, ammonia or inorganic alkalis.
2. When the product is properly applied to glass surfaces and polished, it shall leave the surface free from dust, grime and ordinary soil material.
3. The flash point of the liquid shall not be less than 105 degrees F.
4. The pH value of the liquid shall not be less than 11.0, nor more than 11.5 at 25 degrees C.

6.12 CONCENTRATED SYNTHETIC CLEANER

A. SCOPE

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

B. MATERIALS AND WORKMANSHIP

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

C. REQUIREMENTS

1. The compound shall be no-caustic and contain no soap or inorganic materials.
2. The compound shall be completely multiple water soluble in distilled water at room

temperature.

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

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.

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.

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.

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.

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.

6.19 SPOT REMOVER & CARPET CLEANER

A. SCOPE

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

B. REQUIREMENTS

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

PRODUCTS NEEDED FOR ALL FACILITIES INCLUDE, BUT ARE NOT LIMITED TO THE PRODUCTS LISTED IN THIS SECTION.

7.0 KINO SPORT COMPLEX

Due to the loss of Spring Training, the level of work to be performed in the stadium has dropped. It is now used mainly for special events, community fund raisers, concerts and occasional exhibition baseball. The majority of work before and after stadium events will be on an as needed basis. CONTRACTOR will be given as much notice as possible before events and usually not less than two weeks before the event.

The most frequent cleaning will be the twice weekly cleaning of the District Offices. Each day takes one person four (4) hours per day in order to do a thorough job. The days are Tuesdays and Thursdays. The service days may be changed if it is the best interest of COUNTY. CONTRACTOR will be given as much time as possible to make necessary changes. The areas requiring cleaning are described in Section D. 4 below.

SECTION A – GENERAL DESCRIPTIONS

A. 1. Performance:

The Complex manager or designee is responsible for reviewing Contract performance and compliance.

Cleaning shall be completed as agreed upon between Complex manager and contractor.

The Contractor shall be held liable for all damages, whether intentional or through negligence, incurred to stadium facilities by the Contractor's employees during the course of the contract work.

The Contractor shall maintain a regular, systematic inspection routine of the stadium and premises by its supervisory employees to ensure that the services required under this Contract are regularly performed under high standards in an acceptable and professional manner at all times.

The Contractor shall provide all products, tools, equipment and vehicles necessary to complete all cleaning tasks as outlined in the Contract. No gas or hazardous materials or equipment containing gas or hazardous materials shall be stored at or in the stadium. Any oils or fuel spills/leaks must be cleaned with degreaser immediately.

The District may provide storage space for the Contractor's supplies. Any space provided to the Contractor for use in the accomplishment of contract work shall be maintained as to provide maximum safety. The District reserves the right to relocate storage areas as required to meet District's operational space needs.

The Complex manager or designee may: stop work when deemed necessary; reject any or all work and/or materials which do not conform to Contract standards; direct the Contractor's supervisor to any portion of the required work which may need attention; or give directions regarding questions which may arise in the execution of the work. Whenever any of these actions are necessary, the Complex manager or his representative shall work through and cooperate with the Contractor's Supervisors.

Clean-up shall take place so the stadium lights are not required. With the approval of the Complex manager, some lights may remain on in order to facilitate occasional completion of required clean-up. All lights used solely for cleaning purposes and turned on by cleaning personnel shall be turned off by same upon completion of an area. All lights used for cleaning by Contractor shall be recorded and submitted to Complex manager for review and approval.

It shall be the responsibility of the Contractor's staff that observes open and/or unlocked doors in their respective work areas to close and secure doors. All outside doors are to be kept locked except those used for the removal of trash from the building.

A. 2. Reporting:

The Contractor shall immediately (within 24 hours or less) report to the Complex manager any problems found at the stadium during the course of work, such as vandalism, graffiti, plumbing problems, electrical problems, etc.

The Complex manager or designee shall verbally notify the Contractor of any cleaning performance problems and request immediate action to correct the problem. In the event that the Contractor's performance continues in an unsatisfactory condition, the Contractor shall be notified in writing and the Complex manager shall have the work completed by District employees. The Contractor shall be billed for the service. Repeated incidents of unsatisfactory performance may result in termination of this Contract.

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The Contractor shall provide the District with a master maintenance schedule for the general and stadium cleaning, which specifically includes floor waxing and carpet cleaning with weekly reports from which may be derived the status of said maintenance schedules.

The Contractor shall provide a weekly checklist on forms provided by the Contractor and approved by Complex manager of a summary of work performed. This list shall be submitted to the Complex manager every week.

The Contractor shall provide other reports as may be requested and deemed necessary by Complex manager.

The Contractor's employees shall be required to sign in and a log kept of the scheduled work force.

A. 3. Schedule:

The Contractor shall allow for unforeseen delays and schedule changes. There shall be no overtime or adjustments allowed if cleaning is delayed by extra innings, weather or a change in the scheduled game time and date.

A. 4. Staffing:

The Contractor shall provide workers who shall uphold the image of professionalism in all respects while workers are performing duties in the performance of this Contract. The Contractor's employees shall always be trained and professional in appearance.

The Contractor shall be responsible for providing its employees with approved uniforms. The Complex manager shall have the opportunity to review uniforms.

The Contractor shall provide each employee with a photo identification card. The card shall be worn by Contractor's personnel in plain view at all times when they are on District property.

The Contractor's employees or supervisors shall not use alcohol or drugs while working at the stadium.

The Complex manager may order a Contractor's employee or supervisor to leave the stadium if their conduct is unsuitable or they are involved in alcohol or drug use on the premises or it is suspected that they are under the influence of alcohol or drugs.

Contractor personnel, while on duty or in the vicinity of the premises described herein, shall maintain themselves in an orderly and respectable manner. Excessive and unnecessary noise and boisterousness shall not be tolerated and shall be grounds for requiring the dismissal of such employees.

A. 5. Supervision:

Qualified, trained and experienced supervisors shall direct all work for the Contractor. All personnel shall be trained and instructed in proper and appropriate methods and systems of janitorial maintenance. Accurate reporting and records on the previous week's activities shall be maintained and copies delivered to Complex manager on a monthly basis.

The Contractor's supervisory personnel shall attend an orientation session, which will be conducted by Complex manager prior to being scheduled to work at the facility.

The Contractor shall provide each supervisory employee assigned to work in the Stadium Complex with not less than two (2) hours training on hazardous materials. Attendance records of employee 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 Complex manager prior to employee's first work date.

The Contractor is required to have a supervisor available at all times during a game/event and key personnel, such as a manager, must be available, if requested by District, by appointment during normal daytime working hours in order to fully facilitate the management of the Contract.

A. 6. Other:

This project is to be bid as a price per item and completed within the time frame established and agreed upon. Any alterations in technical provisions shall be accomplished by appropriate amendments to the Contract.

SECTION B – TECHNICAL PROVISIONS

B. 1. Supplies and Equipment:

The Contractor shall furnish all necessary supplies, labor and equipment required in performing said janitorial services, including, but not limited to, power driven equipment, custodial tools and equipment, cleaning supplies, wax for floors, all restroom supplies and any other supplies as specified and/or necessary for an approved system of housekeeping.

High Efficiency Particulate Air (HEPA) Filtration vacuums with beater bars must be used.

High Efficiency Particulate Air (HEPA) filters 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. Vacuums must use HEPA filters that are individually DOP-tested and certified. Additionally, they must meet American National Standards Institute (ANSI) standard Z9.2-1971.

All supplies and equipment shall be of first quality and subject to periodic inspection and approval by the Complex manager.

All materials to be used by the Contractor shall include, but not be limited to: wax, carpet shampoo, neutralizers, stripping agent(s), all purpose cleaners, all paper products, hand soap and disinfectant(s). A list of each manufacturer and supplier of MSDS sheets required for each product and the chemical composition of each product will be provided promptly by the Contractor upon request of the Complex manager. Products not approved by the Complex manager shall be removed from the stadium immediately and replaced by products acceptable to the Complex manager.

The District shall install all trash receptacles and all floor mats where necessary.

All dispensers, including sanitary napkin dispensers currently installed in stadium buildings, are the property of District. If the Contractor wishes these replaced, the replacement will be done at the sole cost and expense of the Contractor. Upon written request from the Contractor to the Complex manager and prior to installation, the Complex manager will inspect and approve or disapprove the dispensers proposed to be used by the Contractor. It is clearly understood that upon installation of new dispensers, all such equipment when installed shall become the undisputed property of the District.

Litter/trash includes but is not limited to peanuts, cigarette butts, cups, papers, programs, food containers and food particles.

The Contractor shall remove all residual and accumulated dirt and soil even though such dirt and soil may have been in existence prior to the effective date of the Contract, from walls, floors, bathroom fixtures, rugs, Kino Sports Complex, etc. All terrazzo and ceramic tile floors will be sealed with a first grade sealer after thorough cleaning.

All disinfectants, which are required, shall be applied in conjunction with cleaning procedures by the Contractor personnel in the strengths and dilution and by such methods as required.

No solution shall be used for cleaning at any time which contains a combination of polymer floor finish and detergent either with or without water.

B. 2. Floor Cleaning Preparations:

All movable fixtures, furniture 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 its original location. No item shall be placed closer than three (3) inches to walls.

B. 3. Floor Sweeping:

Floors shall be swept clean so that no dust streaks remain and no dust shall be allowed to remain in the corner, behind or under furniture, or on stair treads, risers and walls. Sweeping shall be done with mechanical vacuum equipment or sweeping cloths covered with oil-free treated cloth having an affinity for dust. Sweeping shall be done in such a manner that no dust is raised. Straw brooms may be used only in sweeping exterior surfaces. All furniture and equipment moved during the sweeping process shall be replaced at the completion of the work. 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.

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Sweeping cloths shall be used only to the point of saturation with dirt and soil and then cloths shall be discarded and fresh cloths used. No dust extraction of sweeping cloths will be permitted. Once a cloth has become filled to the point of dust and/or dirt falling off or failing to adhere to the cloth, the cloth shall be considered saturated. No shaking of cloths 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, shall be permitted. All accumulated debris from sweeping shall be removed from the floor surfaces immediately to prevent the tracking of this accumulated waste back into previously cleaned areas (two times per week.)

B. 4. Wet Mopping or Scrubbing:

Wet mopping shall be done two times per week, unless otherwise specified. Floors shall be wet mopped as scheduled with string-type mops 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 cool water is not sufficient. Floors shall be rinsed clean as to remove soap residue and any dingy or cloudy appearance, and rinse water shall be mechanically vacuumed dry to prevent any standing water from being absorbed by the floor material or sweeping into seams of floor coverings. Any small amounts of water remaining after vacuuming must be removed with a damp mop. Mop water splashed on baseboards, walls, doors, furniture and equipment shall be removed immediately. All floors shall be maintained free of black shoe sole scuffmarks. Where mopping is indicated on the Custodial Work Schedule Sheets in offices, which have tile or bare concrete floors, sufficient water shall be used in the mopping process 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, at least one time each week. Scrubbing shall be such that all joints are left clean and uniformly colored and free and clear of any and all accumulated waste. All scrubbing and rinse waters shall be removed from floor surfaces by only mechanical vacuum equipment, following, if necessary, by damp mopping.

All mop water used in the process of wet-mopping or scrubbing throughout the entire building shall contain a disinfectant, and the disinfectant shall be mixed in proportions and dilution as required. At no time shall a disinfectant be mixed in a solution containing detergent or soap solution. Where it is necessary to use detergent and soap solutions to obtain satisfactory cleaning methods, then the specified disinfectant shall be applied in the rinsing solution. When wet-mopping corridors, both mop and rinse water should be changed when it becomes too dirty to be effective for cleaning.

B. 5. Spot Mopping:

Spot mopping shall include, but not be limited to, the removal of water and/or stains caused by any type of spillage or soilage on small areas of the floor surfaces and where open doors allow rain or dirt to blow in or be brought in by traffic.

B. 6. Scrubbing and Stripping:

Scrubbing with neutral soap solution shall be restored to only when a floor cannot be cleaned by mopping. A screen pad may be used on a very dirty quarry tile or ceramic tile floor. Water or scrubbing solution shall not be allowed to stand on the floors longer than necessary to complete the cleaning job, at which time the dirty floors shall be rinsed clean until free of all soapy solutions and then dried by removal with mechanical vacuum equipment, followed if necessary by damp mopping.

B. 7. Floor Finishing:

Floor stripping and finishing shall be accomplished as requested. A polymer base floor finish shall be used on rubber tile, vinyl tile, asphalt tile, linoleum, asphalt sheet and other resilient composite floor covering. The polymer floor finish shall be applied to the floor surfaces with a lamb's wool applicator or cotton mop after the floor surface has been thoroughly cleaned by a machine stripping and the application of a sealer. At any time that an area has been stripped, a sealer shall be applied and this shall be followed by three (3) coats of polymer floor finish.

Polymer floor finish shall be allowed to dry thoroughly between successive coats and before buffing. The build-up of floor finish in bands along corridor edges shall not be permitted. All surfaces prepared with polymer floor finish must be wet mopped, allowed to dry and buffed on a weekly basis. Polymer shall be applied to floors on nearer than eighteen (18) inches from the baseboard or non-movable furniture, as the buffing brushes shall carry enough finish to protect the remaining area. Sufficient polymer shall be used, however, to fully protect the floor surface and present a neat, well-kept appearance. Such additional finishing as may be required shall be done in heavy traffic areas between the regularly-scheduled waxing, such as in doorways or heavy work areas to keep the floor fully protected.

B. 8. Buffing:

No "spray and buff" may be done on floors in stadium district facilities. All references to "buffing" in this work specification shall mean "burnishing." Polymer floor finish shall be thoroughly dry before buffing. A buffing machine shall be enough to bring surface to a uniform luster. Woodwork, baseboards, walls and furniture shall not be marred or discolored by the buffing equipment or materials used.

B. 9. Fixture Cleaning:

Toilet bowl brushes shall be used only in toilets, urinals and slop (utility) sinks. Abrasive or polishes shall not be applied to fittings or fixtures. Water used in cleaning shall not be allowed to penetrate between the fixtures and the wall. Abrasive type soap or scouring powders shall not be used on porcelain enamel or vitreous-china surfaces. All brass and chrome fittings shall be cleaned daily to remove all foreign matter and to prevent the accumulation of watermarks. All urinal and toilet stall divider partitions and adjacent walls shall be maintained clean of all foreign matter and wiped down daily with the prescribed disinfectant solution.

B. 10. Care of Dispensers:

All paper towel, toilet paper and soap dispensers and trash cans shall be maintained with adequate supplies at all times. Paper towel cabinets, soap dispensers shall be cleaned before and after each refilling. Sufficient sanitary materials of all types (excluding feminine hygiene products) shall be available at the beginning of each work day in adequate quantities to meet the needs of personnel using each facility during the following twenty-four (24) hour period, it shall be necessary to make additional filling of these dispensers throughout the day. The stacking of paper towels on top of cabinets or in other locations and the wedging of rolls of toilet paper behind and around toilet fixtures will not be acceptable. The sanitary materials (paper towels, toilet tissue paper, disinfectants, etc.), to refill the dispensers, will be furnished by the Contractor.

B. 11. General Sanitation:

Disinfectant or deodorants required in connection with maintenance of general sanitary conditions shall be supplied by the Contractor and shall be applied by the Contractor during normal cleaning procedures at no additional expense to Complex manager.

B. 12. Cleaning Rugs:

All carpeted areas shall be spot cleaned and dry cleaned as needed to maintain a clean and sanitary environment. All carpets and rugs shall be dry cleaned at least two (2) times per year using approved commercial methods. Extraction will be only as requested. Carpets should be vacuumed before dry cleaning. Vacuuming: All carpets are to be vacuumed daily using high efficiency particulate filters (HEPA).

B. 13. Removal and Cleaning of Rubber Mats:

Rubber floor mats (except those located in the tunnels leading to the field) shall be removed where found when sweeping, mopping, scrubbing, waxing, etc. All mats should be washed with soapy water or swept as necessary, but should be washed daily. Mats shall be properly replaced immediately after cleaning.

B. 14. Ash and Trash Receptacles

All ashtrays and sand urns shall be emptied and cleaned. All trash and waste receptacles shall be emptied and the contents transported to outdoor receptacles provided by the Stadium District (compactor-dumpster). All receptacles will be washed inside and outside at least as necessary (once a week during Spring Training) to remove any material remaining in the container or any unsightly spots. Plastic liners shall be furnished and installed by the Contractor in all trash receptacles.

B. 15. Stairwell/Elevators:

All stairwells and elevators shall be cleaned daily.

B. 16. Dusting:

All dusting shall be damp dusting. When dust cloth becomes dirty, it shall be replaced with a clean damp cloth. No feather dusters or dry dusting is permitted.

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B. 17. Window Washing:

Interior view windows shall be washed after every event. Contractor is required to provide all necessary equipment to complete the task, including a lift.

B. 18. Floor Maintenance:

Thoroughly clean, wax and polish all composition floors.

Thoroughly clean, wax and polish all public areas.

Spot wax heavy traffic paths in lobbies, corridors and serving areas.

Strip and wax floors as needed, or as requested by District.

Burnish other areas as requested by District.

Clean resinous floor in accordance with manufacturer's recommendations.

B. 19. Buffers and Moppers:

Wet mop as required daily all spillage from whatever source and mop heavy wear areas.

Dust and wet mop all concrete floors daily. Upon request by the Complex manager, seal interior concrete areas with three (3) coats of concrete sealer per year.

Thoroughly clean mopboards, tile bases and cove bases when area is mopped or scrubbed.

Clean elevator floor and walls daily.

B. 20. Carpet Maintenance:

Spot clean minor stains and report large stains to Complex manager.

Shampoo all carpeting using extraction and rotary methods.

After removing major stains, shampoo carpet by using extraction and rotary methods. (Bonnet buffing will be accepted as an interim cosmetic treatment but NOT in lieu of required semi-annual shampoo and extraction.)

B. 21. Utility Work:

Clean all entrance glass doors, side panels, hand bars, plates and sashes daily during Spring Training. During other times, clean as required.

The Contractor shall provide emergency pick-up of spillage and other similar minor accidents.

B. 22. Stadium Cleaning:

Blower extraction with Pac Vacuum and sweep out all garbage, trash and debris shall be performed in all seating and concourse areas.

Remove all trash from site, including exterior locations. A trash compactor is on site provided by District.

Replace all trash receptacles with new liners and wipe lids clean.

Remove all litter/trash from tree planters and then rake the planters.

All fixed seats, seat risers, bleacher units, aisles and concourse shall be washed down with soap and water, and then air-dried on a daily basis.

All Stadium handrails must be wiped clean.

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All turnstile units and their handrails shall be wiped clean and polished.

All water fountains and public telephones shall be cleaned after each game.

Check, clean and remove all debris that may clog stadium drains on a daily basis.

All picnic/stadium tables shall be thoroughly wiped clean.

Empty and clean all ash/sand cigarette urns. Refill sand as needed.

All garbage, trash, litter, foodstuff must be removed from all picnic and outfield seating areas. Food piles (peanut shells/sunflower seeds) must be raked and removed.

Remove all trash throughout exterior grounds and all parking lots (paved, gravel and dirt).

Vacuum all carpet and clean all removable spots using dry foam on any soiled areas due to spillage or normal traffic.

Clean and polish all Formica surfaces including, but not limited to desks, cupboards and counter tops, where applicable, e.g. press area, sky boxes, ticket offices, first aid, etc.

Mop and sanitize all tile floors throughout facility.

Wipe clean all windows and doors (including elevators) of all spills, stains, dust and dirt.

Remove all standing water in seating aisles and concourse areas before gates open on game days.

All Stadium doors, exterior and interior sides, must be wiped clean of dust and cobwebs.

Check for graffiti removal daily and remove immediately. If graffiti is larger than can be easily removed, report presence to stadium manager.

Remove gum from all floors, sidewalks, concourse or walk ways.

B. 23. Restroom Services:

Clean, sanitize and disinfect all toilets and urinals (all surfaces – inside and outside of toilets and urinals) including plumbing fixtures.

Clean all mirrors with glass cleaner.

Remove trash and replace with new liner (cans and in wall).

Remove all waste in each feminine hygiene waste can.

Replenish hand soap in dispensers. Dispensers must be kept at sufficient levels.

Clean walls, stall partitions, doors and door jams to free them of daily soiling.

Wipe clean all hand blowers.

Cobwebs must be removed from interiors of restrooms daily.

Clean/polish toilet paper, hand soap, and feminine hygiene waste receptacles with products specifically formulated for that purpose.

Sweep floors in preparation of mopping the floor leaving them free of any type of soiling or trash debris.

Damp mop all restroom floors (after sweeping with a specifically formulated product for this purpose). Restroom floors may have to be washed to be clean.

Once each month, clean air vents in each room.

Clean all countertops, diaper decks and sinks. Include plumbing fixtures.

SECTION C – SPECIAL EVENTS CONSISTING OF BUT NOT LIMITED TO: BASEBALL, CONCERTS, SOCCER, COMMUNITY EVENTS, ETC.

C. 1. Performance:

Clean-up shall take place so the Stadium lights are not required, with the exception of scheduled night events or any events followed by a day event. With the approval of the Complex manager, some lights may remain on to facilitate an occasional completion of required clean-up. **Stadium lights used for cleaning are at the discretion of the Complex manager and may be billed to Contractor at the rate of \$50/hr./light pole used.** Tracking of lights used will be the responsibility of the Contractor. Contractor is required to present a staff schedule for District approval.

Cleaning shall be completed as expeditiously as possible, but in all cases no longer than an eight (8) hour period. The Contractor is required to have the job completed and have their staff out of the Stadium by the end of the eight hour period. The clean-up shall start approximately thirty (30) minutes after event ends with allowances for extra innings or any other event delays. The guests shall not be inconvenienced or rushed as they leave the facility.

Pressure washing (power washing) of entire concourse and seating areas is required on an event basis. The Complex manager may request more frequent pressure washing if it is needed. The club houses are not used for every event and the District shall designate when cleaning is required on a per event basis.

Before major events, the Contractor may be required to perform a full cleaning of the entire stadium complex, which includes but is not limited to, all bleachers, outfield lawn seating areas, seats and bench seats, concourse areas, stairways, elevator, picnic areas, restrooms, press box, suites, television and radio rooms, media rooms, parking lots, player tunnels, ticket offices, District offices and dugouts, at the discretion of the District.

Contractor is responsible for trash pick-up in parking lots and surrounding landscaped areas.

Prior to the gates being opened, the pre-event cleaning crew shall:

- Remove standing water from the gate, concourse and seating areas.
- Ensure that the seats are clean, wiping down as necessary.
- Ensure that the rest rooms are clean and stocked.
- Ensure that the trash containers are emptied and have new liners.
- Ensure that the gate area, concourse, seating area, area in front of the gates and ticket offices and parking lot are free from trash or debris.

After the gates are open and during the game, porters shall, by either direct observation or response to a request from the stadium manager (these are in priority order):

1. Respond to and cleanup spills on the concourse or in the seating areas.
2. Ensure that the rest rooms are clean and supplied.
3. Ensure that trash cans are not over-filled.

C. 2. Reporting:

The Contractor shall immediately report to the Complex manager any problems found at the stadium during the course of work, such as vandalism, graffiti, plumbing problems, electrical problems, etc.

The contractor shall provide the Complex manager with a certified list of all employees that will work at the stadium during the spring training season. This list shall include the employee's name and Contractor assigned employee identification number, which shall not be the employee's social security number.

C. 3. Schedule:

Event times and dates are subject to change. The Complex manager shall notify the Contractor twenty-four (24) hours in advance of any game times or event date changes.

C. 4. Staffing:

The Contractor will supply personnel as follows:

- Pre-event cleaning crew, the number of which is determined by the Contractor: three and one-half (3-1/2) hours prior to gates opening.

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- Porters, the number of which is determined by the Complex manager or designee, during events.
- After cleaning crew, the number of which is determined by the Contractor: thirty (30) minutes after the end of the event.

For restroom cleaning and re-supply issues during a game, the Contractor shall provide, at a minimum, one female porter.

C. 5. Supervision:

The Contractor's supervisory personnel must carry either a pager or cellular telephone in which numbers are to be provided to the Complex manager.

C. 6. Other:

To facilitate a timely response to spills and cleaning issues during a game, the Contractor shall provide each porter and supervisor with a portable radio. The District shall provide a District portable radio to the porter supervisor.

SECTION D – OTHER REQUIREMENTS

D. 1. Exterior Window Cleaning

Exterior windows shall be washed two (2) times per year as determined by the Complex manager. The Contractor is required to provide all necessary equipment to complete the task, including a lift.

D. 2. Interior Floor Cleaning

Outside of the spring training season or a special event, the Complex manager may request the Contractor to perform either a total or partial interior floor cleaning. The pricing shall be according to the number of square feet cleaned.

D. 3. Pre-season or Pre-event Cleaning

The Complex manager may request the Contractor to perform either a total or partial cleaning of the stadium in preparation for the spring training season or a special event. In addition to the cleaning, the contractor shall ensure that all rest rooms are stocked and supplied. The pricing shall be a lump sum amount.

D. 4. General Office Cleaning

Outside of events, the Contractor shall perform general office cleaning of designated Stadium District offices and rest rooms. The cleaning shall be performed two (2) times per week, on Tuesdays and Thursdays. The pricing shall be according to the number of square feet cleaned.

D. 5. Other

At the request of the Complex manager, the Contractor shall provide any other additional services or service to additional Kino Sports Complex areas, as circumstances require. Payment for these additional services will be based on information provided on bid pricing pages on a per situation basis. The Complex Manager and Contractor will agree in writing (fax, e-mail, or US Mail letter) on a price for the additional services requested before work for the additional services begins.

The Contractor shall respond to any request for other additional services or service within two (02) days from notice.

END OF EXHIBIT A

EXHIBIT B: UNIT PRICES (NET 30 DAY PAYMENT TERMS)

(CONTRACTOR'S Unit Prices Spreadsheet)

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. 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 calendar days. Supplier shall submit valid invoice document consistent with the associated purchase order 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 agreement, the Supplier may offer early payment discounts that exceed this Standard Early Payment Discount.

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

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

Price Warranty: Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Price Escalation: It is agreed that all Unit Prices include compensation for the Seller to implement and actively conduct cost and price control activities. It is the intention of both parties that pricing shall remain firm during the initial year of the agreement and that the parties intend to consider price increases no more frequently than once per year. Seller shall submit a written request to COUNTY that includes supporting documents justifying requested increases at least 90 days prior to the desired implementation date; Seller shall provide evidence, cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Seller has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

Unit Prices offered shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Bidders, Specific Terms and Conditions, Standard Terms and Conditions and Sample Contract*. No payments will be made for items not included in the agreement.

END OF EXHIBIT B

EXHIBIT C: LIVING WAGE REQUIREMENTS AND CERTIFICATE

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 \$10.82 per hour. A contractor may pay its eligible employees a wage of no less than \$9.63 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 \$10.82 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

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Title 11 Pima County Procurement Code

**CHAPTER 11.38
PIMA COUNTY LIVING WAGE**

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 board of supervisors for covered services except for the following:

- A. Contracts 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. 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. 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

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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)

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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)

END OF CHAPTER 11.38

EXHIBIT C: LIVING WAGE REQUIREMENT AND CERTIFICATE (Continued)

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 is required of this firm.

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

Company Name: _____

Description of Services: _____

Job Location: _____

(PLEASE CHECK ONE(S) THAT APPLY)

I do hereby agree to pay all eligible employees working on the above listed contract at least ten dollars and seventy-three cents (\$10.82) per hour.

AND/OR

I do hereby agree to pay all eligible employees working on the above contract a wage of no less than nine dollars and fifty-four cents (\$9.63) per hour **and** provide health benefits with a monthly value at least as high as the difference between a monthly wage based on ten dollars and seventy-three cents (\$10.82) per hour and the requested monthly wage if no less than nine dollars and fifty-four cents (\$9.63) per hour. In essence, the **employer paid portion** of benefits must have a *monthly* value of two-hundred six dollars and twenty-six cents (\$206.26). This equals the one dollar and nineteen cents (\$1.19) 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: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINTED NAME _____

TITLE OF AUTHORIZED

END OF EXHIBIT C

PIMA COUNTY STANDARD TERMS AND CONDITIONS (12/20/10)

1. OPENING:

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

2. EVALUATION:

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

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

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

3. AWARD NOTICE:

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

4. AWARD:

Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements 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 respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor's terms are accepted in writing by COUNTY. No oral agreement or understanding shall in any way modify this order 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 agreement.

7. INTERPRETATION and APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. 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 Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. WARRANTY:

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

9. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed blanket contract, purchase order or contract revision or amendment as required by COUNTY Procurement Code except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

10. PACKING:

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements. All packages shall bear the content(s) quantity, product identification, purchase order number, and destination address plainly marked in indelible ink on the exterior of each package.

11. DELIVERY:

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

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to the COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the 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 responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order and/or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

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

12. SPECIFICATION CHANGES:

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

13. INSPECTION:

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

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

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

17. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the Contractor, COUNTY may reject same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should the Contractor fail, neglect, or refuse immediately to do so, COUNTY, shall have 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 the Contractor the difference between the price named in the contract or purchase order and actual cost to COUNTY.

In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to Purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the Contractor, any loss or

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damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the 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) 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) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING AGREEMENT:

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

20. PATENT INDEMNITY:

Contractor shall 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 blanket contract purchase order or contract. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

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

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses shall 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 shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in COUNTY. Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

24. ASSIGNMENT:

Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

25. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall 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:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

28. PUBLIC INFORMATION:

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 information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

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

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

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to COUNTY. The Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost.

Should exceptional circumstances be present that may justify an additional charge, the 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 the Contractor result in additional costs to the COUNTY the Contractor agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor shall 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:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Pima 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 blanket contract, purchase order, contract or award, in whole or in part, at anytime, without penalty or recourse when in the best interests of the COUNTY, Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be promptly delivered to the COUNTY. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: blanket contract; purchase order; offer agreement or contract attached to a blanket contract or purchase order; standard terms and conditions; other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

36. BOOKS AND RECORDS:

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

37. COUNTERPARTS:

The blanket contract, purchase order or contract awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the blanket contract, purchase order or contract, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding blanket contract, purchase order or contract, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the blanket contract, purchase order or contract. If any court or administrative agency determines that COUNTY does not have authority to enter into the blanket contract, purchase order or contract, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the blanket contract, purchase order or contract.

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 blanket contract, purchase order or contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as 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 shall not be construed as an accord and satisfaction.

40. SUBCONTRACTOR:

CONTRACTOR shall be 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 the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in

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this contract shall create 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 shall be 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 shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have 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, shall be deemed to be 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 shall be required to 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 shall 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 will be deemed to be 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 shall be 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 shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

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

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS