Request for Proposal
Custodial Cleaning Service

Pima County Community College District ("College" or "District") is seeking proposals from qualified firms for College wide cleaning services.

A mandatory pre-proposal conference will be held on: **April 5 and April 6, 2012 at 8:00 AM (Arizona Time)** at:

Pima Community College District Office
Catalina Vista Room D225
4905 E Broadway Blvd.
Tucson, AZ 85709

A tour of all facilities will be conducted immediately following the pre-proposal conference and over the course of two days. Vendors must attend this tour as all questions will be accepted at this time only. You must also reserve a spot in the van(s) for this tour (limit 2 people per vendor) by calling 520-206-4759. You must attend both days in order to be considered for this award.

The deadline for receipt of sealed proposals is: **April 19, 2012 at 3:00 PM (Arizona Time)**. Sealed proposals must be received by this deadline at the following location:

Pima County Community College District
District Finance Office-Purchasing
4905D East Broadway, Room D232
Tucson, Arizona 85709-1420

Any proposal received after the date and time listed above will be returned and will not be considered.

Jan Posz, C.P.M., Sr. Buyer
DO-Staff-FO-Procur@pima.edu

Copies of the Request for Proposal, questions and answers, and any related documents are available on the Pima Community College Website: [http://www.pima.edu/administrative-services/purchasing/current-requests-for-proposals-bids-quotes.html](http://www.pima.edu/administrative-services/purchasing/current-requests-for-proposals-bids-quotes.html)

Purchasing Director
Pima County Community College District
District Finance Office-Purchasing
4905 East Broadway, Room D-113
Tucson, Arizona 85709-1420
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Section 1
Project Summary

1. Request for Proposal Summary

Pima County Community College District (“College” or “District”) is seeking proposals from qualified firms for Custodial Cleaning Service in accordance with the Scope of Work specified in this Request for Proposal (RFP).

Pima County Community College District, located in Tucson, Arizona, is one of the ten largest multi-campus, multi-site Community Colleges in the United States. The College is a two-year institution offering both occupational and traditional college courses, and awards many different degrees and certificates. The College’s comprehensive curriculum includes credit courses, workforce development programs (Center for Training and Development), adult education special programs (GED), as well as corporate and community based non-credit instruction. Students attend classes at six major campuses including the Community Campus, which itself holds classes at over 70 locations in Southern Arizona. The College employs more than 1,400 regular employees, approximately 1,500 adjunct faculty and 500 part-time personnel. More than 70,000 students attend credit and non-credit classes annually. The population for the Tucson metro area is over 1 million people. The College is accredited by the Commission on Institutions of Higher Education of the North Central Association of Colleges and Schools.

The District consists of the following:

Six Campuses:

- Community Campus
- Desert Vista Campus
- Downtown Campus
- East Campus
- Northwest Campus
- West Campus

District Office: Administrative offices including the Chancellor’s Office, Finance, Human Resources, Educational Services, Information Technology and other district-wide administrative functions.

Maintenance and Security: Central Receiving, Public Safety, Plant Operations, Transportation, Trades Shops, and other support services.

Multiple community learning/technology centers

- Aviation Technology Center: Aviation Education and Training Facilities.
- Eastside Learning Center: Adult Education Division. Short-term, possible 1 – 2 months, coverage needed. Note: This center will close once staff, furniture, equipment and all functions are relocated to the Roberts Center Completion date TBD
2. **Entity Submitting RFP.** The terms “vendor”, “proposer”, “offerer”, “firm”, “Vendor”, “company” or “contractor” used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.
Section 2
Scope of Work

1. LOCATIONS TO BE SERVICED:

1. Aviation Technology Center
   7211 South Park Avenue 31,054 sq.ft.
   TOTAL SQ.FT. 31,054 sq.ft.

Complete custodial services are required for a total of **31,054 square feet** of floor coverage for the Aviation Technology Center. The major portion of this building is comprised of central restroom facilities, offices, conference rooms, and break rooms.
2. Community Campus
401 North Bonita

1. A Building 26,298 sq.ft.
2. B Building 19,929 sq.ft.
3. C Building 6,474 sq.ft.

TOTAL SQ. FT. 52,701 sq.ft.

Complete custodial services are required for a total of **52,701 square feet** of floor coverage at Community Campus. The major portion of these buildings are comprised of classrooms, central restroom facilities, laboratories, conference rooms, lunchroom, faculty and administrative offices.
3. **Desert Vista Campus**
   5901 South Calle Santa Cruz

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Sq. Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Building F, Plaza First Floor</td>
<td>19,855</td>
</tr>
<tr>
<td>2.</td>
<td>Building F, Plaza Second Floor</td>
<td>18,452</td>
</tr>
<tr>
<td>3.</td>
<td>Pueblo Area A</td>
<td>17,600</td>
</tr>
<tr>
<td>4.</td>
<td>Pueblo Area B</td>
<td>19,452</td>
</tr>
<tr>
<td>5.</td>
<td>Pueblo Area C</td>
<td>22,672</td>
</tr>
<tr>
<td>6.</td>
<td>Pueblo Area D</td>
<td>21,710</td>
</tr>
<tr>
<td>7.</td>
<td>Building E</td>
<td>2,823</td>
</tr>
<tr>
<td>8.</td>
<td>Fitness Center</td>
<td>5,571</td>
</tr>
</tbody>
</table>

**TOTAL SQ. FT.** 128,135 sq.ft.

Complete custodial services are required for a total of **128,135 square feet** of floor coverage at Desert Vista Campus (DVC). The Student Services and library are in the Plaza Building. In the Pueblo Building there is a cafeteria and eating area. The major portion of the building is comprised of classrooms, central restroom facilities, laboratories, faculty offices, and administrative offices. DVC also has an art center in a separate building (E). There is also a separate Fitness Center facility (FC) comprising of classrooms, restrooms, locker rooms and shower facilities.
4. **District Office**  
4905 East Broadway

<table>
<thead>
<tr>
<th>Building</th>
<th>First Floor</th>
<th>Second Floor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Building A</td>
<td>6,561 sq.ft.</td>
<td>8,425 sq.ft.</td>
</tr>
<tr>
<td>2. Building B</td>
<td>8,394 sq.ft.</td>
<td>8,965 sq.ft.</td>
</tr>
<tr>
<td>3. Building C</td>
<td>15,033 sq.ft.</td>
<td>11,324 sq.ft.</td>
</tr>
<tr>
<td>4. Building D</td>
<td>8,785 sq.ft.</td>
<td>10,038 sq.ft.</td>
</tr>
</tbody>
</table>

**TOTAL SQ. FT.** 77,525 sq.ft.

Complete custodial services are required for a total of **77,525 square feet** of floor coverage for the District Office (DO). The major portion of these buildings are comprised of central restroom facilities, administrative offices, conference rooms, computer rooms and break rooms.
5. Downtown Campus
1255 North Stone Avenue

1. Arts & Humanities
   AH Building First Floor 8,770 sq.ft.
   AH Building Second Floor 6,831 sq.ft.

2. Campus Center
   CC Building First Floor 21,565 sq.ft.
   CC Building Second Floor 18,487 sq.ft.

3. CD Building 1,816 sq.ft.

4. Campus Operations
   CO Building 5,557 sq.ft.

5. Library
   LB Building 29,730 sq.ft.

6. Roosevelt
   RV Building 20,389 sq.ft.

7. Student Link
   SL Building 4,778 sq.ft.

8. Science & Technology
   ST Building First Floor East Wing 16,899 sq.ft.
   ST Building Second Floor East Wing 12,785 sq.ft.
   ST Building West Wing 20,820 sq.ft.

TOTAL SQ.FT. 168,427 sq.ft.

Complete custodial services are required for a total of 168,427 square feet of floor coverage at Downtown Campus. Within the Campus Center building there is a cafeteria and cafeteria eating areas. The major portion of other buildings are comprised of classrooms, central restroom facilities, laboratories, art workshops, faculty offices, and administrative offices.
### East Campus

8181 East Irvington

<table>
<thead>
<tr>
<th>No.</th>
<th>Building</th>
<th>Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>E1 Building</td>
<td>5,837 sq.ft.</td>
</tr>
<tr>
<td>2.</td>
<td>E2 Building</td>
<td>10,437 sq.ft.</td>
</tr>
<tr>
<td>3.</td>
<td>E3 Building</td>
<td>5,653 sq.ft.</td>
</tr>
<tr>
<td>4.</td>
<td>E4 Building</td>
<td>11,403 sq.ft.</td>
</tr>
<tr>
<td>5.</td>
<td>E5 Building</td>
<td>9,605 sq.ft.</td>
</tr>
<tr>
<td>7.</td>
<td>E7 Building</td>
<td>14,270 sq.ft.</td>
</tr>
<tr>
<td>8.</td>
<td>Library Student Center LSC Building</td>
<td>44,654 sq.ft.</td>
</tr>
<tr>
<td>9.</td>
<td>01 Building</td>
<td>7,037 sq.ft.</td>
</tr>
<tr>
<td>10.</td>
<td>02 Building</td>
<td>4,731 sq.ft.</td>
</tr>
<tr>
<td>11.</td>
<td>AB Building</td>
<td>492 sq.ft.</td>
</tr>
<tr>
<td>12.</td>
<td>M1 Building</td>
<td>1,244 sq.ft.</td>
</tr>
<tr>
<td>13.</td>
<td>M5 Building</td>
<td>1,322 sq.ft.</td>
</tr>
<tr>
<td>15.</td>
<td>Veterinary Technology</td>
<td>243 sq.ft.</td>
</tr>
</tbody>
</table>

**TOTAL SQ.FT.** 122,469 sq.ft.

Complete custodial services are required for a total of **122,469 square feet** of floor coverage at the East Campus. Within the Library Student Center there is a cafeteria and cafeteria eating area. The major portions of other buildings are comprised of classrooms, central restroom facilities, laboratories, art workshops, faculty offices, and administrative offices.
7. **Maintenance & Security**

6680 South Country Club Road

- Automotive Services: 603 sq.ft.
- Truck Driver Training Program: 2,729 sq.ft.

**TOTAL SQ.FT.:** 36,611 sq.ft.

Complete custodial services are required for a total of **36,611 square feet** of floor coverage for Maintenance & Security. The major portion of these buildings are comprised of central restroom facilities, administrative offices, conference rooms, computer rooms and break rooms.
8. **Northwest Campus**

7600 North Shannon

1. Building A First Floor  
2. Building A Second Floor  
3. Building A Third Floor  
4. Building B First Floor  
5. Building B Second Floor  
6. Building B Third Floor  
7. Building C Second Floor  
8. Building C Third Floor  
9. Building D First Floor  
10. Building D Second Floor  
11. Building D Third Floor  
12. Building E Second Floor  
13. Building E Third Floor  
14. Building L First Floor  
15. Building L Third Floor  

<table>
<thead>
<tr>
<th>Building</th>
<th>Floor</th>
<th>Sq.Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1st</td>
<td>9,004</td>
</tr>
<tr>
<td>B</td>
<td>2nd</td>
<td>8,880</td>
</tr>
<tr>
<td>C</td>
<td>2nd</td>
<td>6,709</td>
</tr>
<tr>
<td>D</td>
<td>1st</td>
<td>2,613</td>
</tr>
<tr>
<td>D</td>
<td>2nd</td>
<td>5,075</td>
</tr>
<tr>
<td>D</td>
<td>3rd</td>
<td>4,775</td>
</tr>
<tr>
<td>E</td>
<td>2nd</td>
<td>6,673</td>
</tr>
<tr>
<td>E</td>
<td>3rd</td>
<td>6,691</td>
</tr>
<tr>
<td>L</td>
<td>1st</td>
<td>1,083</td>
</tr>
<tr>
<td>L</td>
<td>3rd</td>
<td>1,943</td>
</tr>
</tbody>
</table>

**TOTAL SQ.FT.**  
105,908 sq.ft.

Complete custodial services are required for a total of **105,908 square feet** of floor coverage at the Northwest Campus. Within Building C there is a cafeteria and cafeteria eating areas. The major portion of other buildings are comprised of classrooms, central restroom facilities, laboratories, faculty offices and administrative offices.
9. **West Campus**  
2202 West Anklam Road

<table>
<thead>
<tr>
<th>Building/Campus</th>
<th>Floor/Building</th>
<th>Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Building A Santa Rita</td>
<td>Ground Floor</td>
<td>17,136 sq.ft.</td>
</tr>
<tr>
<td></td>
<td>First Floor</td>
<td>17,553 sq.ft.</td>
</tr>
<tr>
<td></td>
<td>Second Floor</td>
<td>21,292 sq.ft.</td>
</tr>
<tr>
<td>2. Building B Gym</td>
<td>Ground Floor</td>
<td>23,076 sq.ft.</td>
</tr>
<tr>
<td></td>
<td>First Floor</td>
<td>13,046 sq.ft.</td>
</tr>
<tr>
<td>3. Building C Santa Catalina</td>
<td>Ground Floor</td>
<td>33,897 sq.ft.</td>
</tr>
<tr>
<td></td>
<td>First Floor</td>
<td>27,508 sq.ft.</td>
</tr>
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<td></td>
<td>Second Floor</td>
<td>24,206 sq.ft.</td>
</tr>
<tr>
<td></td>
<td>Third Floor</td>
<td>23,461 sq.ft.</td>
</tr>
<tr>
<td>4. Building D Health Related Professions</td>
<td>First Floor</td>
<td>6,955 sq.ft.</td>
</tr>
<tr>
<td></td>
<td>Second Floor</td>
<td>4,805 sq.ft.</td>
</tr>
<tr>
<td>5. Building E Tortolita</td>
<td>First Floor</td>
<td>7,452 sq.ft.</td>
</tr>
<tr>
<td></td>
<td>Second Floor</td>
<td>10,179 sq.ft.</td>
</tr>
<tr>
<td>6. Building F Rincon</td>
<td>First Floor</td>
<td>15,509 sq.ft.</td>
</tr>
<tr>
<td></td>
<td>Second Floor</td>
<td>11,869 sq.ft.</td>
</tr>
<tr>
<td>7. Building H Tucson</td>
<td>Ground Floor</td>
<td>6,940 sq.ft.</td>
</tr>
<tr>
<td></td>
<td>First Floor</td>
<td>6,413 sq.ft.</td>
</tr>
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<td></td>
<td>Second Floor</td>
<td>8,578 sq.ft.</td>
</tr>
<tr>
<td></td>
<td>Third Floor</td>
<td>8,919 sq.ft.</td>
</tr>
<tr>
<td>8. Building J Sentinel Peak</td>
<td>Ground Floor</td>
<td>6,595 sq.ft.</td>
</tr>
<tr>
<td></td>
<td>First Floor</td>
<td>6,456 sq.ft.</td>
</tr>
<tr>
<td></td>
<td>Second Floor</td>
<td>8,739 sq.ft.</td>
</tr>
<tr>
<td></td>
<td>Third Floor</td>
<td>8,876 sq.ft.</td>
</tr>
<tr>
<td>9. Building K Science</td>
<td>First Floor</td>
<td>17,993 sq.ft.</td>
</tr>
<tr>
<td></td>
<td>Second Floor</td>
<td>17,304 sq.ft.</td>
</tr>
<tr>
<td>10. Building L Art</td>
<td>First Floor</td>
<td>16,872 sq.ft.</td>
</tr>
<tr>
<td></td>
<td>Second Floor</td>
<td>1,180 sq.ft.</td>
</tr>
</tbody>
</table>
12. CFA Center for the Arts
   CFA/Music Wing 8,400 sq.ft.
   CFA/Communication Wing 4,069 sq.ft.
   CFA/Drama Wing 21,032 sq.ft.

13. Comfort Station
   CSE East 158 sq.ft.
   CSE West 158 sq.ft.

14. FSSC Fitness & Sport Sciences 21,408 sq.ft.

**TOTAL SQ.FT.** 433,939 sq.ft.

Complete custodial services are required for a total of **433,939 square feet** of floor coverage at the West Campus. Within the Santa Catalina Building there is a cafeteria and cafeteria eating area. The major portion of other buildings are comprised of classrooms, central restroom facilities, laboratories, gym/athletics, art workshops, faculty offices, and administrative offices.
10. Eastside Learning Center
1630 S. Alvernon Way

TOTAL SQ.FT. 17,566 sq.ft.

Complete custodial services are required for a total of **17,566 square feet** of floor coverage for Eastside Learning Center. The major portion of this facility is comprised of restroom facilities, classrooms, administrative offices, conference rooms, computer rooms and break rooms.
11. Roberts Center
4355 E. Calle Aurora

TOTAL SQ.FT. 40,930 sq.ft.

Complete custodial services are required for a total of **40,930 square feet** of floor coverage for Roberts Center. The major portion of these buildings are comprised of restroom facilities, classrooms, administrative offices, conference rooms, computer rooms, a large multipurpose room and break rooms.
2. DESCRIPTION OF SERVICES:

A. Provide the necessary custodial staff with required supervision, hand and powered cleaning equipment, and various cleaning supplies to an APPA Staffing Level 2, and satisfactorily perform services detailed in these specifications.

B. Personnel must be properly trained before being assigned to Pima Community College (PCC) in a role identified in your staffing plan. Custodial training must be an on-going process to include the following:

   1. Chemicals and disinfection.
   2. Containers and labeling.
   3. Right-to-Know
      a. OSHA Hazard Communication Standard
      b. State Right-to-Know Laws
      c. Material Safety Data Sheets (MSDS)

C. Custodial services are required for a total of 1,215,265 square feet of floor coverage College-wide. The major portions of the buildings are comprised of student centers consisting of libraries, cafeteria and cafeteria eating areas, classrooms, central restroom facilities, laboratories, art workshops, gym, locker rooms, faculty offices, and administrative offices.

D. Work hours vary somewhat depending upon the type of activity within the specific building and the frequency of deep cleaning tasks.

3. STAFF ASSIGNMENT AND MEASURED PERFORMANCE

A. Contractors submitting proposals for this work must specify the number and type of employees, including supervisory personnel, to be assigned for each location. This information must include the number of work hours per day and per week for each employee including supervisory personnel. It must be understood that the estimated staffing requirements set by the Contractor at the time of proposal submission do not relieve the Contractor of the responsibility to supplement staff whenever required to meet custodial standards outlined in the contract specifications.

B. Daily staffing levels will be monitored by the College with a sign in log onto which each custodian will enter his/her full name and time of arrival and when departing will enter the exact time. The log location and access will be coordinated with the College Campus Plant Representative.
4. HOURS OF OPERATION

A. FIVE DAY WORK WEEK

College operates Monday through Friday, from 7:00 a.m. through 10:00 p.m. Saturday and Sunday activities may be scheduled between 8:00 a.m. and 4:00 p.m. with minimal activities beyond those times; we will attempt to give a two week advance notice to Contractor to cover these needs.

NOTES:

1. The Contractor shall schedule and arrange the work so as not to interfere with operation functions of the College. At times, some building areas will require work after normal hours by the Contractor (weekends also) to insure that all areas are presentable during scheduled use periods.
2. Custodial personnel assigned to perform work will be required to log in as designated. Each custodian will enter his/her full name and time of arrival on the Custodial Log and will also enter the time of departure. This log will be maintained and available to inspect at any time. The log will be turned in to the College Campus Plant Representative weekly.
3. The Contractor shall maintain a roster of floor work showing names, dates and rooms that were serviced to allow verification of services.
4. Custodial personnel shall be required to wear a distinctive colored shirt with company emblem along with a photo ID at all times present on any college property.

5. SPECIALIZED DAY PORTER CUSTODIAL DUTIES REQUIRED DURING OPERATING HOURS INCLUDE:

1. Responding to emergencies.
2. Monitoring restrooms every 2 hours and restocking paper and soap dispensers as necessary - cleaning if necessary.
3. Cleaning heavily used whiteboards.
4. Wearing a pager and/or cell phone.
5. Reporting to the individual College Campus Plant Representative and resolving complaints within 24 hours.
6. Insuring that student lounge areas are well monitored and in sanitary condition.
7. Inspecting and maintaining entire facility so it is presentable with an acceptable level of cleanliness with floors meeting standard level of appearance, paper goods properly stocked and no trash containers overflowing.
8. During inclement weather, insuring that entrances are mopped frequently to prevent soil
and moisture deposits over high traffic areas.

9. Monitoring of Nursing Rooms daily or as needed and restocking paper and soap dispensers as necessary – cleaning if necessary.

6. **EXTRA SERVICES OUTSIDE OF CONTRACT**

The College will have a need for additional services for special events, special requests, and other services (i.e. disaster recovery carpet extraction, additional furniture cleaning, public event custodial services) outside of the requirements of this proposal. We understand these will be an additional charge and will expect the prices to be as per contract.

7. **A. DEFINITION OF OPERATIONS**

**CLEANING:**
To keep free from dirt or impurities, removing stains, either by hand or with tools on items such as urinals, water closets, sinks, drinking fountains, light fixtures, mirrors, etc.

**BUFFING:**
To clean or shine with a floor machine surfaces such as resilient tiles, terrazzo, wood, slate, etc. Maintain a roster showing names, dates and rooms that were completed to allow verification of services.

**SURFACE WIPING:**
To remove surface dust, classroom erasable marker residue, or dirt from furniture, files, sills, blinds, telephones, vents, grills, lighting fixtures, tables, and desks. Wipe only surfaces that are free of personal items and papers.

**EMPTYING:**
To remove accumulation of trash or residue from waste containers, ashtrays, receptacles, etc., and deposit in designated containers.

**MOPPING - DAMP AND WET:**
To wash, wipe and remove dirt and stains from floor that cannot be removed by sweeping or vacuuming. To leave clean with no standing water.

**POLISHING:**
To smooth and brighten by rubbing with polishing cloth using proper pastes, etc., as surfaces may require, such as brass, furniture, counters, mirrors, etc.
REFILL:
To replace the contents of a container such as soap, toilet tissue, towel dispensers, etc.

STRIPPING:
This is a colloquial term for removing built-up waxes, seals and other floor dressings, from the original natural surface before applying a fresh coat of protective cover to surfaces such as resilient tile, wood, terrazzo, etc.

Sweeping:
To remove or clear away dirt or debris with a broom or brush. Normally all horizontal surfaces subject to foot or wheeled usage.

Vacuum:
Vacuums with HEPA filters are required. To clean with a vacuum cleaner. Regular emptying of collector device is important and proper setting of height above surface will improve effectiveness.

Washing:
The act or process of making thoroughly clean by moistening, wetting, scrubbing, rinsing, with water plus proper quantities of soap, detergents, and disinfectants as furnished for various objects and equipment.

Waxing:
To cover or treat with liquid wax or other floor finish in proper quantities over properly prepared surfaces to protect and beautify the finish to an even high gloss shine. Any evidence of splashing must be removed from baseboards and furniture/fixtures/doors.

Wicking:
This is a trade term to describe the process of sweeping, dusting and cleaning floor surfaces with a treated yarn mop.

Work Standards

Building Entrances
All building entrances interior and exterior should appear neat, clean, safe, and free from litter, debris, and other types of soilage at all times. Glass surfaces should be clean and free from smudges, streaks, stains, and other forms of soilage. Matting should be clean and safe for traffic at all times.
ENTRANCE MATS
All matting should be clean and free from sand, dirt, moisture, and other types of soilage. For safety and appearance, worn matting should be reported as soon as it shows signs of deterioration to College Campus Plant Representative.

HALLWAYS - VINYL TILED FLOORS
All halls should be free of trash and dirt. Corners and edges should be clean without visible build-up of dirt or old floor finish. All entrance mats must be free of trash and dirt underneath. Halls should shine with no hint of streaks or dust film.

OTHER HARD SURFACED FLOORS
Hard surfaced hallways should be clean, free from sand or dirt and other types of soilage. Surfaces should be polished and shiny at all times.

CARPETED HALLWAYS
Carpeting should be clean, static free, and free from litter, debris and other types of soilage.

STAIRWAYS
All stairways and landings should be neat, safe, clean, and free from litter, debris, and other forms of accumulated soilage at all times. There should be no traces of spills, stains, gum or sticky accumulations.

COMMON AREAS
Common areas should be policed periodically throughout the day to assure a neat, clean, well-organized area, free from accumulated litter and soilage. There should be no trace of spills, gum accumulations, stains, and other types of soilage. Hard floor surfaces should be polished and shiny. Carpeted areas should be clean and free from stains and other types of soilage.

CONCESSION AND VENDING MACHINE AREAS
Area should be neat, clean, and free from accumulated litter and soilage at all times. There should be no trace of spills, ground-in food, or other types of soilage. Floors should be shiny and polished. Carpeted areas should be free from stains and accumulated soilage.

ELEVATORS
Area should be neat, clean, and free from accumulated litter and soilage at all times. There should be no trace of spills, ground-in food, or other types of soilage. Floors should be shiny and polished. Carpeted areas should be free from stains and accumulated soilage.

RESTROOMS
All restrooms should be neat, clean, odor free and free from litter and soilage. All surfaces should be clean and free from bacterial contamination.
CLASSROOMS
All classrooms should appear neat, clean, and free from accumulated litter and soilage at all times. There should be no trace of spills or other types of soilage. Hard floor surfaces should be shiny and polished. Carpeted areas should be free from stains and accumulated soilage. Chalkboards and chalk trays should be clean and free from writing and dust. Movable chairs and seating should be neatly aligned to their original position or set up for coming events in the configuration desired.

LABORATORIES
All laboratories should appear neat, clean, and free from accumulated litter and soilage at all times. There should be no trace of spills or other types of soilage. Hard floor surfaces should be shiny and polished. Carpeted areas should be free from stains and accumulated soilage. Whiteboards, Chalkboards and chalk trays should be clean and free from writing and dust. Movable chairs and seating should be neatly aligned to their original position.

LIBRARIES AND CONFERENCE ROOMS
All areas should appear neat, clean, well organized and free from accumulated litter and soilage at all times. There should be no trace of spills or other types of soilage. Hard floor surfaces should be shiny and polished. Carpeted areas should be free from stains and accumulated soilage. Whiteboards, Chalkboards and chalk trays should be clean and free from writing and dust. Movable chairs and seating should be neatly aligned to their original position.

CUSTODIAL AREAS
Area should appear neat, clean and well organized at all times. The degree of cleanliness and orderliness should be the same as in any other area of the facility.

CUSTODIAL WET CLOSETS
All slop sink closets should appear neat, clean and well organized at all times. Areas should be free from litter, debris and clutter. The degree of cleanliness and orderliness should be the same as in any other area of work.

CUSTODIAL AND GENERAL STORAGE
All storage areas should appear neat, clean and well organized at all times. Areas should be free from litter, debris and clutter. The degree of cleanliness and orderliness should be the same as in any other area of the facility.

LUNCH AND BREAK ROOMS
Area should be neat, clean and free from accumulated litter and soilage at all times. There should be no trace of spills or other types of soilage. Floor surfaces should be shiny and polished. Carpeted areas should be free from spills and accumulated soilage. Eating surfaces should be free from bacterial contamination.
AUDITORIUMS
Auditoriums should appear neat, clean and free from any litter or soilage. These areas should be ready for use and activity at any time. All carpeted areas and upholstered furniture should be free from soilage, spills and other debris.

SHOWER ROOMS
All shower facilities should appear neat, clean and free from litter and soilage. All surfaces should be clean and free from bacterial contamination.

OFFICES
Office areas should appear neat, clean, and free from accumulated litter and soilage.

8. FREQUENCY OF OPERATIONS

The Contractor is required to perform the following frequency of operations to meet the College cleaning standards with an APPA Staffing Level 2.
# Classroom, Library and Conference Rooms

## Frequency Level 2

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sweep, vacuum, dust-mop floors</td>
<td>D</td>
</tr>
<tr>
<td>Clean chalkboards, whiteboards, smart-boards and trays with products recommended by manufacturer</td>
<td>D</td>
</tr>
<tr>
<td>Clean erasers</td>
<td>D</td>
</tr>
<tr>
<td>Empty waste/recycling containers</td>
<td>D</td>
</tr>
<tr>
<td>Empty pencil sharpeners</td>
<td>D</td>
</tr>
<tr>
<td>Spot-clean walls and doors</td>
<td>W</td>
</tr>
<tr>
<td>Dust flat surfaces. Damp wipe if needed.</td>
<td>W</td>
</tr>
<tr>
<td>Damp-mop floors</td>
<td>W</td>
</tr>
<tr>
<td>Spray-buff/burnish floors</td>
<td>M</td>
</tr>
<tr>
<td>Dust vents</td>
<td>Q</td>
</tr>
<tr>
<td>Perform interim floors care</td>
<td>Q</td>
</tr>
<tr>
<td>Clean trash/recycling containers</td>
<td>S/A</td>
</tr>
<tr>
<td>Dust blinds</td>
<td>A</td>
</tr>
<tr>
<td>Project-clean furniture and multiple seating</td>
<td>A</td>
</tr>
<tr>
<td>Strip/refinish floors</td>
<td>S/A</td>
</tr>
<tr>
<td>Clean doors and windows</td>
<td>W</td>
</tr>
<tr>
<td>Project-clean light fixtures</td>
<td>A</td>
</tr>
</tbody>
</table>
## Entranceway

### Frequency Level 2

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clean/roll-up walk-off mats</td>
<td>D</td>
</tr>
<tr>
<td>Sweep/dust-mop floors</td>
<td>D</td>
</tr>
<tr>
<td>Damp-mop floors</td>
<td>D</td>
</tr>
<tr>
<td>Dust flat surfaces</td>
<td>D</td>
</tr>
<tr>
<td>Spray-buff/burnish floors</td>
<td>W</td>
</tr>
<tr>
<td>Spot-clean walls and entrance doors</td>
<td>W</td>
</tr>
<tr>
<td>Sweep outside ramp and landing</td>
<td>W</td>
</tr>
<tr>
<td>Clean doors and windows</td>
<td>W</td>
</tr>
<tr>
<td>Perform interim floor care</td>
<td>Q</td>
</tr>
<tr>
<td>Project-clean light fixtures</td>
<td>S/A</td>
</tr>
<tr>
<td>Project-clean walk-off mats</td>
<td>S/A</td>
</tr>
<tr>
<td>Strip and refinish floors</td>
<td>S/A</td>
</tr>
</tbody>
</table>

**Frequency Codes**

- D - Daily
- A/D - Alternate days
- W - Weekly
- M - Monthly
- Q - Quarterly
- S/A - Semiannually
- A - Annually
<table>
<thead>
<tr>
<th>Task Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clean/disinfect urinals, toilet bowls, wash bowls</td>
<td>D</td>
</tr>
<tr>
<td>Empty waste containers</td>
<td>D</td>
</tr>
<tr>
<td>Clean mirrors</td>
<td>D</td>
</tr>
<tr>
<td>Restock soap and toilet paper</td>
<td>D</td>
</tr>
<tr>
<td>Sweep/dust-mop floors</td>
<td>D</td>
</tr>
<tr>
<td>Dust-mop wood floor with pretreated dust-mops</td>
<td>D</td>
</tr>
<tr>
<td>Remove black marks on wood floor</td>
<td>D</td>
</tr>
<tr>
<td>Damp-mop gym floor</td>
<td>D</td>
</tr>
<tr>
<td>Damp-mop gym floor to remove large spills during basketball season</td>
<td>D</td>
</tr>
<tr>
<td>Wet-mop and scrub floors</td>
<td>W</td>
</tr>
<tr>
<td>Clean partitions and doors</td>
<td>W</td>
</tr>
<tr>
<td>Spot-clean walls and doors</td>
<td>W</td>
</tr>
<tr>
<td>Dust open, flat surfaces</td>
<td>W</td>
</tr>
<tr>
<td>Clean trash containers</td>
<td>M</td>
</tr>
<tr>
<td>Dust vents</td>
<td>M</td>
</tr>
<tr>
<td>Project-clean light fixtures</td>
<td>S/A</td>
</tr>
</tbody>
</table>

**Frequency Codes**

- **D** - Daily
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- **W** - Weekly
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GYMNASIUM NOTES

Daily Maintenance: Start by treating dust mops the night before using Super Hi-Tone at 1 oz per foot of dust mop. The treated dust mop should not be used until the next day. Use treated dust mop as much as possible on a daily basis. It is recommended that dust mopping take place after gym classes, events, etc.

For spot damp mopping use Super Shine All one (1) cup per three (3) gallons of water. Use where there might be a spill or slick area from body oils on the floor.

Weekly Maintenance: Use automatic scrubber with Super Shine All and dilute 1 oz per gallon of water. Use white pads on machine.

If some shoe marks do not come off, use Ready-to-Use Citrus Scrub and spray on areas, let sit and hit with white pads. Make sure you rinse with a damp mop after this procedure.

*Caution: Do not bring bucket of water on Gym floor. Also custodians must thoroughly wring out mop before damp mopping Gym floor.
Office
Frequency Level 2

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacuum carpet and straighten furniture</td>
<td>A/D</td>
</tr>
<tr>
<td>Empty waste/recycling containers</td>
<td>D</td>
</tr>
<tr>
<td>Spot-clean carpets</td>
<td>W</td>
</tr>
<tr>
<td>Spot-clean walls, partitions, and doors</td>
<td>W</td>
</tr>
<tr>
<td>Dust furniture and flat surfaces</td>
<td>W</td>
</tr>
<tr>
<td>Clean trash/recycling containers</td>
<td>M</td>
</tr>
<tr>
<td>Dust vents</td>
<td>M</td>
</tr>
<tr>
<td>Dust blinds</td>
<td>Q</td>
</tr>
<tr>
<td>Perform interim carpet care</td>
<td>Q</td>
</tr>
<tr>
<td>Project-clean upholstered furniture</td>
<td>Q</td>
</tr>
<tr>
<td>Project-clean light fixtures</td>
<td>S/A</td>
</tr>
<tr>
<td>Perform restorative carpet care</td>
<td>A</td>
</tr>
</tbody>
</table>

Frequency Codes
D - Daily
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### Outside Areas Surrounding Buildings

**Frequency Level 2**

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clean areas under building overhangs</td>
<td>D</td>
</tr>
<tr>
<td>Empty trash/recycling containers</td>
<td>D</td>
</tr>
<tr>
<td>Empty ashtrays and fill with sand as needed</td>
<td>D</td>
</tr>
<tr>
<td>Sweep walkways and stairwells</td>
<td>D</td>
</tr>
<tr>
<td>Clean entrance mats</td>
<td>D</td>
</tr>
<tr>
<td>Wipe down trash and recycling containers</td>
<td>W</td>
</tr>
<tr>
<td>Mop walkways cleaning gum and any debris from birds</td>
<td>W</td>
</tr>
<tr>
<td>Hose down walk off mats</td>
<td>Q</td>
</tr>
<tr>
<td>Pressure wash exterior walks and malls</td>
<td>Q</td>
</tr>
</tbody>
</table>

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- **A** - Annually
Public (Circulation) Area  
Frequency Level 2  

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sweep, vacuum, dust-mop floors</td>
<td>D</td>
</tr>
<tr>
<td>Clean water fountains</td>
<td>D</td>
</tr>
<tr>
<td>Empty waste/recycling containers</td>
<td>D</td>
</tr>
<tr>
<td>Auto-scrub floors</td>
<td>W</td>
</tr>
<tr>
<td>Spot-clean walls and doors</td>
<td>W</td>
</tr>
<tr>
<td>Spray-buff/burnish floors</td>
<td>W</td>
</tr>
<tr>
<td>Dust flat surfaces. Damp wipe if needed.</td>
<td>W</td>
</tr>
<tr>
<td>Clean trash containers</td>
<td>M</td>
</tr>
<tr>
<td>Dust vents</td>
<td>M</td>
</tr>
<tr>
<td>Perform interim floor care</td>
<td>W</td>
</tr>
<tr>
<td>Alternate deduction: Perform interim floor care</td>
<td>Q</td>
</tr>
<tr>
<td>Project-clean light fixtures</td>
<td>S/A</td>
</tr>
<tr>
<td>Strip and refinish floors</td>
<td>S/A</td>
</tr>
</tbody>
</table>

**Frequency Codes**  
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A - Annually
## Restroom Frequency Level 2

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clean/disinfect urinals</td>
<td>D</td>
</tr>
<tr>
<td>Clean/disinfect toilet bowls</td>
<td>D</td>
</tr>
<tr>
<td>Clean wash bowls</td>
<td>D</td>
</tr>
<tr>
<td>Clean mirrors</td>
<td>D</td>
</tr>
<tr>
<td>Restock soap and toilet paper</td>
<td>D</td>
</tr>
<tr>
<td>Sweep/dust-mop floors</td>
<td>D</td>
</tr>
<tr>
<td>Empty waste containers</td>
<td>D</td>
</tr>
<tr>
<td>Wet-mop and scrub floors</td>
<td>W</td>
</tr>
<tr>
<td>Clean partitions and doors</td>
<td>W</td>
</tr>
<tr>
<td>Stop-clean walls and doors</td>
<td>W</td>
</tr>
<tr>
<td>Dust open, flat surfaces</td>
<td>W</td>
</tr>
<tr>
<td>Clean trash containers</td>
<td>M</td>
</tr>
<tr>
<td>Dust vents</td>
<td>M</td>
</tr>
<tr>
<td>Project-clean light fixtures</td>
<td>S/A</td>
</tr>
</tbody>
</table>

**Frequency Codes**
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### Stairwell
#### Frequency Level 2

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sweep, vacuum, dust-mop stairs and landings</td>
<td>A/D</td>
</tr>
<tr>
<td>Damp-mop stairs and landings</td>
<td>W</td>
</tr>
<tr>
<td>Spot-clean walls and doors</td>
<td>W</td>
</tr>
<tr>
<td>Dust flat surfaces. Damp wipe if needed.</td>
<td>W</td>
</tr>
<tr>
<td>Perform interim floor care</td>
<td>Q</td>
</tr>
<tr>
<td>Project-clean light fixtures</td>
<td>S/A</td>
</tr>
<tr>
<td>Strip and refinish floors</td>
<td>S/A</td>
</tr>
</tbody>
</table>

**Frequency Codes**
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### Storeroom
#### Frequency Level 2

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sweep, dust-mop floors</td>
<td>M</td>
</tr>
<tr>
<td>Damp-mop floors</td>
<td>M</td>
</tr>
<tr>
<td>Clean entrance door</td>
<td>Q</td>
</tr>
<tr>
<td>Dust vents</td>
<td>Q</td>
</tr>
<tr>
<td>Project-clean light fixtures</td>
<td>S/A</td>
</tr>
<tr>
<td>Strip and refinish floors</td>
<td>A</td>
</tr>
</tbody>
</table>

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NOTES:

1. Classroom areas and restrooms must be ready for use by 7:00 a.m. each instruction day.
2. Central restroom areas will require checks every 2 hours to insure that they meet sanitary standards throughout the daytime and evening class schedules.
3. Cleaning of cafeteria eating areas must be covered for all hours of operations. (Normally 7:00 a.m. through 7:00 p.m.).
4. Any designated meeting room and activity area must be cleaned before the next scheduled meeting/activity. This is particularly important when meeting/activities are scheduled in conjunction with meals catered by the cafeteria. Food spills must be attended to promptly to insure smooth transition from one meeting period to another. A schedule of meeting/activities will be available to the Contractor.
5. The Custodial Contractor is responsible for cleaning of cafeteria eating areas except for the cleaning of tables, which is the responsibility of the Food Services Contractor. The cafeteria serving line area and the cafeteria kitchen is not the responsibility of the Custodial Contractor.
6. All Custodial Contractor closets are to be kept clean and orderly.
7. Any broken or defective furniture or equipment, leaking restroom fixtures, inoperative lights, unsafe conditions, or other building discrepancies are to be reported immediately to the College Campus Plant Representative.
8. Recycling shall consist of removing recyclable containers of white paper, computer paper, newspaper and aluminum from every common area and office weekly. The small containers shall be emptied into the larger containers located around the facility and then taken to the collection point and emptied into marked locked barrels. This shall be done 5 days a week.
9. Campus secured areas, such as Cashier Offices, must be cleaned during operating hours.
10. When graffiti is discovered the Contractor must notify the College Campus Plant Representative immediately and remove graffiti with approval within 24 hours.

9. CLEANING SUPPLIES

A. Environmentally friendly and low VOC cleaning products (products that have a lesser or reduced effect on human health and the environment when compared with products that serve the same purpose) shall be required for custodial operations at the College for the following reasons:

1. To provide sound environmental stewardship
2. Safeguard the health of custodial workers and building occupants and the environment
3. Reduce operating expenses associated with the use of highly regulated hazardous materials
4. Reduce potential liability to the College
5. Improve ability to meet existing environmental goals

B. The following cleaning supplies are to be furnished by the Contractor with College approval:

1. Plastic trash and recycling can liners
2. Bag sand for urns
3. Premium quality non-slip floor wax will be required along with appropriate sealer, finish, stripper and maintainer (Products used will not damage the surfaces and will meet with the manufacturers specifications). Low VOC preferred.
4. Restrooms are to be cleaned and sanitized with an appropriate all-purpose disinfectant and deodorizer/cleaner
5. Erasers to clean chalkboards. Whiteboards are to be cleaned so as to not damage them
6. Deodorizers
7. Waterless Urinal Cleaning Products. Contractor must work with Plant Managers to ensure best products are used to reduce/eliminate odor and plumbing issues.
8. Feminine napkins and tampons
9. Paper towels
10. Toilet tissue
11. Toilet seat covers
12. Liquid hand soap

C. Limited designated space at each location will be available for storage of supplies.

10. SUPERVISION

The Contractor shall act as an Independent Contractor insofar as the performance of service hereunder is concerned.

A. The Contractor shall employ and direct such personnel as it requires to perform said services.

B. The Contractor shall exercise full and complete authority over its personnel.

C. The Contractor shall perform services hereunder in accordance with generally accepted janitorial methods and standards.

D. An effective supervisor must be available to conduct frequent daily inspections of areas to insure that standards are maintained and to insure that personnel are effectively performing required tasks.
E. The Contractor shall provide an immediate single point of contact to resolve management problems and to respond to special requests and emergency requirements.

F. Documented failures of the Contractor to meet this requirement could result in the termination of this contract.

11. SECURITY

A. The Contractor shall close and lock windows and turn off all lights when night cleaning is finished, except those that may be designated to remain lighted for security reasons.

B. The Contractor shall not disturb papers on desks, open drawers or cabinets, allow children or non-employees on site, sleep, use telephones, televisions, computers, radios, or drink or gamble while on duty on the campus. Contract personnel in violation will not be permitted on the College property.

C. The Contractor shall leave normally locked doors locked except when cleaning is being performed in the associated area. This includes all administrative areas, chemistry, biology and computer rooms. At no time is an unattended room to remain unlocked.

12. CHANGE IN WORK PERFORMED

If any changes in scope or area of work are desired by the College, such work is to be performed only on receipt of proper purchase order two (2) weeks prior authorizing this additional service and as agreed by the Contractor.

13. HOLIDAYS

The Contractor is not obligated to perform services on the following College designated holidays:

Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the days between Christmas Day and New Years Day, Martin Luther King’s Birthday, Memorial Day, Rodeo Day and day following.

However, facilities will be available for the Contractor to perform services that can best be accomplished during a shutdown. These services must be prearranged with the College Campus Plant Representative.
14. **ADMISSION TO PREMISES (KEY SETS)**

The Contractor will be issued key sets as required. The Contractor will be required to follow all College Key Policies and Procedures. The Contractor will be required to sign the College’s Key Issuance Agreement accepting responsibility for the results of losing or misuse of key sets. The Contractor will be responsible for securing and protecting the College assigned keys. The Contractor will implement a key system to account for all assigned keys on a daily basis, will monitor and secure all keys in the designated lock box. At College discretion, an audit of keys will be performed. The Contractor will be held accountable for lost keys. All Owner cost/expenditures incurred as a result of lost keys will be the responsibility of the Contractor.

15. **QUALIFICATIONS OF CUSTODIAN**

A. Work shall be performed by trained, competent custodial personnel whose work shall be inspected by a responsible supervisor, insuring that cleaning is done in accordance with contract specifications.

B. Contractor management must ensure that line custodians are fully aware of all work specifications and assign staff able to effectively communicate with College personnel.

C. The Contractor shall certify that employees have been trained as required by OSHA guidelines and keep a record of training schedules and attendees to be reviewed by College upon request.

D. Personnel employed by the Contractor shall be required to be fingerprinted and provide the College Department of Public Safety fingerprint information.

E. The Contractor shall provide each employee with a photo identification tag that shall be worn in plain view at all times the employee is on College property.

16. **STORAGE**

A lockable area will be assigned to the Contractor.
Section 3
Proposal Preparation and Submittal

Proposals must conform to all requirements stated below, and elsewhere in this RFP. Disregarding these requirements may result in disqualification of the proposal.

Before submitting a proposal, each firm shall familiarize itself with the entire RFP, including Scope of Work, contract form and all laws, regulations and other factors affecting contract performance. The firm shall be responsible for fully understanding the requirements of a subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and number and the firm’s name. It is the responsibility of the firm to ensure that proposals are received in the Office of the Purchasing Director by the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

All proposals must be typewritten on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

The firm’s proposal should be organized in sections as outlined below:

1. Cover Letter
   All proposals must include a cover letter submitted under the firm’s name on the firm’s letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College. The cover letter must also identify the primary contact for this proposal and include the College’s RFP number found within this RFP. The cover letter should express the firm’s interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.

2. Proposal Form
   All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the firm to a contract with the District.

3. Proposal Copies
   The firm must submit one original copy of the proposal (clearly marked “Original”) as well as XX additional copies (each clearly marked “Copy. One copy provided must be unbound and in a suitable format to allow photocopying.

4. Qualifications
   The proposal verbiage must describe the firm’s qualifications to provide the requested products and/or services, and include the following:
a. Description of the nature of the firm’s business; include a description of experience, competencies, and overall organizational capabilities, to include ability of management / supervisory personnel to respond to urgent needs during weekdays and weekends on short notice when contacted by authorized College staff.

b. Corporate organization chart indicating key management team members.

c. Number of years in business.

d. Description of the firm’s capabilities to provide the requested product(s)/service(s).

e. Description of the project staff structure, the background, qualifications and relevant experience of all staff involved in the project, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this project. List the number of personnel by types, i.e. Supervisor (and how they will supervise multiple sites), Lead, Custodian, etc., also list number of hours each will work.

f. References: The proposer must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the College. The College prefers educational or governmental entity references with comparable scope of services and square footage, including multiple sites. Each of the references must include the following information:
   i. Entity Name
   ii. Industry Type
   iii. Address, City, Province/State/Country
   iv. Contact Name, Title, Phone Number, and Email address
   v. Year(s) service(s) provided
   vi. Comments (include details regarding the current status of the product/service provided by proposer)

g. Most current audited financial statement.

h. Type and quantity of custodial equipment available to Contract employees. (Be specific on number and type of equipment to be assigned to each building.)

i. It is desirable that Contractors provide a proposal for all facilities. The College reserves the right to award this contract in whole or in part depending on which is in the best interest of the College.

5. Response to Scope of Work
Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in the Scope of Work section.

6. Exceptions Requested
Any exceptions to the requirements of this RFP that the firm requests the College to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal. Any proposed terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.

7. Proprietary Information
In the event any proposer shall include in the proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity, cannot and does not warrant that
proprietary information will not be disclosed. The College shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.

8. Cost Proposal
A detailed cost proposal must be provided and placed in a separate, sealed envelope, marked “Cost Proposal”, clearly marked with the proposal number and the firm’s name. If a Cost Proposal sheet is provided in the Appendix of this RFP, firms should complete it and use it as a guide to prepare their detailed cost proposal. One (1) copy of the Cost Proposal is required to be included with the original proposal. This information will not be considered during the initial stages of the evaluation process. Additional requirements are as follows:
   a. All applicable taxes are to be paid by the Proposer and included in the quoted price. The College is not exempt from paying State and local transaction privilege tax (sales tax).

9. Appendix
The Proposal Appendix must include:
   a. All documents or forms required by the College to be completed by the firm including the required documents specified in the Appendix of this RFP.
   b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your firm.
   c. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The firm agrees to notify the College of any change in this status. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
   d. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted our assigned without prior written permission of the College, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the contractor.
   e. Samples of any documentation or form that proposer will require the College to sign.

10. General
   a. Cost of Proposal Preparation – The College shall not reimburse the cost of developing, presenting or providing any response to this solicitation; offers submitted for consideration should be prepared simply, and economically, providing adequate information in a straightforward and concise manner.
   b. Certification – By signature on the Proposal Form included herein, the vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, vendor certifies whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this document. Vendor also certifies their status with regard to debarment, or suspension by any governmental entity.
Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting agreement. Any resulting agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the College only those services and/or materials as stated in and allowed for under resulting agreement(s).
Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive and responsible and serves the best interests of the College. It is the intent of the College to negotiate and enter into a contract with the selected firm following a Notice of Intent of Selection.

Selected proposer(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the proposer. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful firm.

Pima County Community College District is seeking proposals from qualified firms interested in providing services to the District. This contract award is for one (1) year from date of award with four (4) additional one (1) year renewals upon mutual agreement.

Proposal Evaluation Criteria in Relative Order of Importance

To include but not limited to (point values):

a. Staffing – (40)
   Include number and type of employees, Supervisors, Lead, Line Custodian, hours each will work, supervisory personnel assigned per location, ability of management/supervisory personnel to respond to urgent needs, process to cover shortage of staff, training of assigned staff, custodians per square feet, hours of staffing.

b. References – (30)
   Include in your response a minimum of three (3) references of facilities of like size and demographics. You must include contact names and current phone numbers.

c. Service – (15)
   Include experience in commercial/educational/institutional cleaning, type and quantity of custodial equipment to be used by contractor employees, an explanation of method of accountability to speck being followed, method of inspection of areas to insure standards are maintained, have you implemented green cleaning chemicals into your processes and to what extent

d. Costs – (15)
   Monthly costs to the District.
*The District reserves the right to final interviews prior to award as deemed necessary.
Section 5
RFP Completion Checklist

This checklist is a summary of some of the required components of the RFP. It is provided as a convenience to contractors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the contractor to submit complete and compliant proposals.

☐ Cover Letter
☐ Proposal Form
☐ Qualifications
☐ Response to Scope of Work
☐ Exceptions Requested
☐ Cost Proposal
☐ Appendix
Section 6
Proposal Form

Date ________________________________

Proposal of ________________________________________________________________,
(Name)
a corporation organized and existing under the laws of the State of ______________________; a
partnership consisting of ________________________________________; an individual trading as
_______________________________________________________________.
(Name)

Request for Proposal: ________________________________________________________
[provide title or brief description]

To: Pima County Community College District (“College”)

1. In compliance with your Request for Proposal No. __________, the
undersigned hereby
offers to furnish the services designated in the RFP, in strict accordance with the RFP, upon written
notice of acceptance of this Proposal at any time within thirty (30) days after the date of opening of the
Proposals, and to execute the Contract in accordance with the Proposal as accepted within five (5) days
after the Contract is presented for signature.

2. The undersigned Proposer hereby acknowledges receipt of the following Addenda, if any:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date</th>
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3. The undersigned Proposer understands that the College reserves the right to reject any or
all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion,
in any Proposal in the interest of the College.

4. The undersigned Proposer hereby certifies and affirms that this Proposal is genuine and
not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the
undersigned Proposer has not directly or indirectly induced or solicited any other Proposer to put in a
sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Proposer has not
in any manner sought by collusion to secure for itself an advantage over any other Proposer.

5. The undersigned certifies that to the best of his/her knowledge: (check only one)
( ) There is no officer or employee of Pima Community College who has, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request.

( ) The names of any and all public officers or employees of Pima Community College who have, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Proposal.

_____________________________________________________________________
_____________________________________________________________________
____________________
_________________________________________________
_____________________________________________________________________
_____________________________________________________________________

6. The Proposer certifies, to the best of its knowledge and belief, that:

(i) The Proposer and/or any of its Principals or Owners:

   (A) (check one) are ( ) or are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

   (B) (check one) have ( ) or have not ( ), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

   (C) (check one) are ( ) or are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (i)(B) of this provision.

(ii) The Proposer (check one) has ( ) or has not ( ), within a three year period preceding this offer, had one or more contracts terminated for default by any governmental agency.

"Principals," for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.
7. The certifications in paragraphs 4, 5 and 6 of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the College, the College may terminate the contract resulting from this solicitation for default.

(SEAL)

(Official Name of Firm)

(Signature)

(Print Name)

(Title)

(Complete Business Address)

(Email Address)

(Federal Taxpayer ID Number)
AGREEMENT BETWEEN PIMA COUNTY COMMUNITY COLLEGE DISTRICT

AND

(insert vendor/vendor name)

This Agreement made and entered into on the _____ day of ___________, 20____, by and between Pima County Community College District hereinafter referred to as "District" or "College" and ______________________________ hereafter referred to as the "Vendor."

The District and the Vendor agree as follows:

FIRST: The Vendor agrees to perform the professional, technical and/or management services hereinafter set forth when, and as assigned by the District, and

SECOND: The District agrees to pay the Vendor a fee, together with such other payments and reimbursements as are hereinafter provided.

ARTICLE 1: VENDOR'S SERVICES
The Vendor agrees to provide professional services and consultation to assist the District as outlined in the scope of work which is hereby referenced and incorporated as an integral part of this Agreement. All work performed under the Agreement must have prior approval of the District.

ARTICLE 2: FEE STRUCTURE
The fee structure for the work conducted under this Agreement will be in accordance with Attachment B of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement.

ARTICLE 3: METHOD OF PAYMENT
 Payments to the Vendor will be made monthly upon the presentation and approval of the Vendor's invoice. Each such invoice shall be documented in such detail and demonstrate such progress on each portion of the work as the District may reasonably require.

ARTICLE 4: INDEMNIFICATION
To the fullest extent permitted by law, the Vendor shall defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Vendor, its employees, agents or any tier of subcontractors in the performance of the Agreement. Vendor’s duty to defend, hold harmless and indemnify the District, its agents, representatives, officers, directors, officials and employees, shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the Agreement, including any
employee of the Vendor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Vendor be legally liable.

ARTICLE 5: EMPLOYEE RELATIONSHIP
The Vendor is an independent contractor and is not an employee, partner, legal representative, joint venturer or agent of the District. The District is not an employee, partner, legal representative, joint venturer or agent of the Vendor.

ARTICLE 6: CANCELLATION
This Agreement may be cancelled at any time, with or without cause, by the District giving seven (7) days written notice to the Vendor. In the event of such cancellation, the Vendor shall be paid for authorized services provided prior to the effective date of termination. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Vendor.

ARTICLE 7: OWNERSHIP OF DRAWINGS OR REPORTS
Services as represented on drawings, reports, memoranda, notes and drafts are the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the Vendor reserves the right to use any studies, analyses or data prepared or collected during the course of this work for other purposes as seen fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

ARTICLE 8: PERSONAL SERVICES
It is agreed that the District is relying on the personal services of the Vendor and upon their technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District. It is further understood and agreed that the Vendor shall not assign, sublet nor transfer his duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

ARTICLE 9: CONFLICT OF INTEREST
The Vendor agrees to perform services exclusively for the District under this agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Vendor shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District, and the Vendor shall not seek to use their position, the information gained thereby, nor any other aspect of the project or relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

ARTICLE 10: TERM OF AGREEMENT
The initial term of the contract shall be from _____________ 20__ through _____________. Extensions of the contract may be effected by an amendment to this Agreement approved by both parties.

ARTICLE 11: GOVERNING LAW
This Agreement is made in the State of Arizona and shall be subject to and governed by the laws of the State of Arizona. All questions concerning the validity, construction and administration of the Agreement shall be determined under Arizona law.

ARTICLE 12: SEVERABILITY
This Agreement shall be severable and to the extent that any part of the Agreement is unenforceable for any reason whatsoever, the remaining parts of this Agreement shall remain in full force and effect.

ARTICLE 13: NOTICES
All notices to either party shall be deemed to have been provided by depositing the same, postage pre-paid, with the United States Postal Service, addressed as follows:

District Representative:

Vendor Representative:

ARTICLE 14: ARBITRATION
If the parties are unable to resolve any disputes arising under the Agreement, those disputes shall be resolved through arbitration in accordance with A.R.S. ‘ 12-1501, et. seq.

ARTICLE 15: NON-DISCRIMINATION
The parties agree to comply with Arizona law prohibiting discrimination in employment by government contractors, to the extent applicable with this Agreement, along with other applicable non-discrimination laws and regulations.

ARTICLE 16: LACK OF SUFFICIENT FUNDING
This Agreement may be cancelled without any further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Vendor shall be notified in writing of any such non-appropriation at the earliest opportunity.

ARTICLE 17: INSURANCE
Vendor shall furnish insurance as required by Attachment C hereto, which is incorporated herein by this reference as though fully set forth herein.

ARTICLE 18. ADDITIONAL TERMS AND CONDITIONS
The parties shall comply with the Terms and Conditions attached hereto as Attachment D, which are incorporated herein by this reference as though fully set forth herein.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto caused the same to be executed at Tucson, Arizona the day and year first above written.

Pima County Community College District: Vendor:

By: ____________________________ By: ____________________________

Title: ____________________________ Title: ____________________________
## ATTACHMENT A

### Cost Proposal

**College Wide Custodial Cleaning Services**

**Request for Proposal P12/9770**

**Price List**

<table>
<thead>
<tr>
<th>College Locations</th>
<th>Monthly Cost per sq ft</th>
<th>Monthly Cost per 5 day work week</th>
<th>Extensive Floor Work Deduction (vacuuming and mopping only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aviation Technology Center</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Campus</td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Desert Vista Campus</td>
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<tr>
<td>District Office</td>
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<tr>
<td>Maintenance &amp; Security</td>
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<tr>
<td>Downtown Campus</td>
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<tr>
<td>East Campus</td>
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<td>N/A</td>
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<tr>
<td>Eastside Learning Center</td>
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<tr>
<td>Northwest Campus</td>
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<tr>
<td>West Campus</td>
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<td>N/A</td>
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<tr>
<td>Roberts Center</td>
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</tr>
</tbody>
</table>

*Note: Bid on a monthly cost per square foot basis or monthly cost per 5 day work week for each location.*
Attachment B
INSURANCE

1. Insurance Requirements

The Vendor, at Vendor’s own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Arizona with policies and forms satisfactory to the College and possessing a current A.M. Best, Inc. Rating of B++6.

All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the College, constitute a material breach of the agreement.

The Vendor’s insurance shall be primary insurance, and any insurance or self-insurance maintained by the College shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the College.

All policies, except Workers’ Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the College, its agents, representatives, directors, officers, and employees for any claims arising out of the Vendor’s work or service.

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

The College reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The College shall not be obligated, however, to review same or to advise Vendor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Vendor from, or be deemed a waiver of the College’s right to insist on, strict fulfillment of Vendor’s obligations under the agreement.

The insurance policies, except Workers’ Compensation, required by the agreement shall name the College, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.
REQUIRED COVERAGE

General Liability

Vendor shall maintain Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence with a $2,000,000 Products and Completed Operations Aggregate and $2,000,000 General Aggregate Limit. The Vendor’s policy shall be endorsed to include a separate designated construction project general aggregate limit applicable to this project with a per project limit of $1,000,000 which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 25030397. The policies shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the agreement, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc’s, Additional Insured, Form B CG20101185, and shall include coverage for Vendor’s operations and products and completed operations.

CERTIFICATES OF INSURANCE

Prior to commencing Services under the agreement, Vendor shall furnish the College with Certificates of Insurance, or formal endorsements as required by the agreement, issued by Vendor’s insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the agreement are in full force and effect.

In the event any insurance policy(ies) required by the agreement is(are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Vendor’s work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the agreement, a renewal certificate must be sent to the College thirty (30) days prior to the expiration date.

All Certificates of Insurance required by the agreement shall be identified with a bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the College.
Automobile Liability

Vendor shall maintain and cause any subcontractors to maintain Commercial/Business Automotive Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Vendor’s owned, hired, and non-owned vehicles assigned to or used in performance of the Vendor’s work. Coverage will be at least as broad as coverage code 1, “any auto”, (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

Workers’ Compensation

This Vendor shall carry Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Vendor’s employees engaged in the performance of the work; and, Employer’s Liability insurance of not less than $2,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

In case any work is subcontracted, the Vendor will require the Subcontractor to provide Workers’ Compensation and Employer’s Liability to at least the same extent as required of the Vendor.
Attachment C
Terms and Conditions

1. **Legal Remedies** – All claims and controversies shall be subject to the Pima County Community College Policy regarding Formal Protests and Appeals.

2. **Agreement** – The Agreement shall contain the entire agreement between the College and the Vendor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreement in any form.

3. **Agreement Amendments** – The Agreement shall be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the College and the Vendor.

4. **Provisions Required by Law** – Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

5. **Severability** – The provisions of the Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

6. **Records** – Pursuant to provisions of title 35, chapter 1, article 6 A.R.S. §35-215 the Vendor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General or the College Purchasing Office.

7. **Advertising** – Contractor shall not advertise or publish information concerning the Agreement, without prior written consent of the College.

8. **Preparation of Specifications by Persons Other than College Personnel** – All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the College's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

9. **Americans With Disabilities Act** – The Vendor shall comply with all applicable provisions of the Americans With Disabilities Act and applicable federal regulations under the act.

10. **Conflict of Interest** – The College may, within three years after its execution, cancel the agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the agreement for or on behalf of the College becomes an employee of or a vendor in any capacity to any other party to the agreement with reference to the
subject matter of the Agreement while the Agreement or any extension thereof is in effect or as otherwise provided by A.R.S. § 38-511..

11. **Drug Free Workplace** – The Vendor agrees that in the performance of the Agreement, neither the Vendor nor any employee of the Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered in the Agreement. The College reserves the right to request a copy of the Vendor Drug Free Workplace Policy. The Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

12. **Equal Opportunity** – The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. -0-1.4.41 Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.

13. **Federal, State and Local Taxes, Licenses and Permits** – Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, registrations, licenses and permits, as they may apply to any matter under this document. The Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Vendor shall be prepared to provide evidence of such licensing as may be requested by the College. Vendor shall, at no expense to the College, procure and keep in force during the entire period of the Agreement all such permits and licenses.

14. **Gratuities** – The College may, by written notice to the Vendor, cancel the agreement if it is found by the College that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the Vendor or any agent or representative of the contractor, to any officer or employee of the College with a view toward securing an agreement or securing favorable treatment with respect to the performing of such agreement.

15. **Liens** – Each Vendor shall keep the College free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Vendor.

16. **Sales and Use Tax** – The College is not exempt from state sales and use tax.

17. **Sexual Harassment** – Federal law and the policies of the College prohibit sexual harassment of College employees or students. Sexual harassment includes any unwelcome sexual advance toward a College employee or student, any request to a sexual favor from a College employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for College students. Vendor, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of College employees and students. The employer of any person whom the College, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from College premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.
18. **Smoking** – All facilities of the College are smoke free. Smoking is not permitted inside College buildings or within 25 feet of doorways and air intakes. The Vendor is required to comply with this smoke free policy.

19. **Confidentiality** – The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Contractor shall not be entitled to receive Employee or Student information directly from the College, other than public information available in any College directory which is not protected by federal or state privacy or confidentiality statutes or regulations. Contractor may solicit Employee and Student information directly from Employees and Students subject to prior disclosures by Contractor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Contractor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All Employee and Student identities and personal information shall remain confidential. Disclosure by Contractor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.

20. **Assignment-Delegation** – No right or interest in the Agreement shall be assigned or delegated by Vendor without the prior written permission of the College. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. **Force Majeure** – Neither party shall be liable in damages of have the right to terminate this Agreement for any delay or default in performing under the Agreement if such delay or default is caused by conditions beyond its reasonable control including, but not limited to wars, insurrections, fires, floods, governmental restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.

22. **Intellectual Property Rights** – It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Agreement belongs solely and exclusively to the College. Documents provided in connection with the Agreement belong to the College and are being used with permission. Intellectual property, as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that any intellectual property created as a result of Vendor’s performance of this Agreement is considered a work for hire under the U.S. copyright laws and as such, the College will own the copyright.

23. **Laws and Regulations** – Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the College, its officers and agents against any claims of liability arising from or based on any violation thereof.

24. **Payment Terms** – Payments by the College shall be subject to the provision of Title 35 of Arizona Revised Statutes, relating to time and manner of submission of claims. The College’s obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.
25. **Price Adjustment** – Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Vendor. The College will not approve unsupported price increases that will merely increase the gross profitability of Vendor at the expense of the College. Price change requests shall be a factor in the Agreement extension review process. The College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the College.

26. **Prior Course of Dealings** – No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of this Agreement resulting from this RFP, nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting agreement.

27. **Right to Offset** – The College shall be entitled to offset against any sums due the Vendor, any expenses or costs incurred by the College, or damages assessed by the College concerning the Vendor’s non-conforming performance or failure to perform the Agreement, or any other debt owing the College.

28. **Insolvency** – The College shall have the right to terminate the Agreement at any time in the event Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Vendor and not discharged within thirty (30) days; or if Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Vendor or its business.

29. **Lack of Funding** – The Agreement may be canceled without further obligation on the part of the College in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the College in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the College to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

30. **Stop Work Order** – The College may at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by the Agreement for a period of up to ninety (90) days after the order is delivered to the Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as the Stop Work Order issued under this provision. Upon receipt of the order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Vendor shall resume work. The College shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

31. **Suspension or Debarment** – The College may by written notice to the Vendor immediately terminate the Agreement if the College determines that the Vendor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor or Contractor of any public procurement unit or other governmental body.
32. **Continuation of Performance Through Termination** – The Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

33. **Sudan, or Iran Scrutinized Business** – Pursuant to A.R.S. #35-391.06(A) AND 35-393.06(B), Contractor certifies that it does not have a “scrutinized” business operation in either Sudan or Iran, as that term is defined in A.R.S. #35-391(15) AND 35-393(12) respectively.

34. **Federal Immigration Laws and Regulations** – Vendor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(a) and that it requires the same compliance of all subcontractors under the agreement. Vendor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of the agreement subject to penalties up to and including termination of the agreement. The College retains the legal right to audit the records of the Vendor and inspect the papers of any employee who works for the Vendor to ensure compliance with this warranty and the Vendor shall assist in any such audit. The Vendor shall include the requirements of this paragraph in each contract with subcontractors under the agreement.

If the Vendor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), The Vendor or subcontractor shall be deemed to be in compliance with this provision. The College may request proof of such compliance at any time during the term of the Agreement by the Vendor and any subcontractor.

35. **Extended Contract**

The College is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative agreement. Under this Cooperative Purchasing Agreement, and with the concurrence of the successful Proposer, other members of this organization may access any subsequent agreement/contract resulting from this solicitation. If the Proposer does not want to grant such access, it must be stated in their Proposal. In the absence of a statement to the contrary, the college will assume that access is granted by the Proposer to any subsequent agreement/contract.