



PIMA COUNTY PROCUREMENT DEPARTMENT
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SOLICITATION ADDENDUM

Solicitation Number: IFB #198778
Solicitation Title: Industrial Cleaning Services
Commodity /Contracts Officer: Julie K McWilliams
Addendum Number: #3
Addendum Date: March 15, 2016

INSTRUCTIONS:

The following revision shall be incorporated into the above referenced solicitation. Offer Agreement Addendum #2 is replaced with Offer Agreement Addendum #3 attached.

Revision

Revision #1: MODIFY EXHIBIT B SCOPE OF SERVICES

From: “The County Point of Contact will arrange exterminator treatment within two weeks prior to a building’s scheduled cleaning.”

To: “**If necessary, the County Point of Contact will arrange exterminator treatment within two weeks prior to a building’s scheduled cleaning.**”

| ~~The~~ If necessary, the County Point of Contact will arrange exterminator treatment within two weeks prior to a building’s scheduled cleaning.

All other terms and conditions remain the same.

Replace Offer Agreement: OFFER AGREEMENT (Addendum #2): INDUSTRIAL CLEANING SERVICES (30 pages) with OFFER AGREEMENT (Addendum #3): INDUSTRIAL CLEANING SERVICES (30 pages) including PIMA COUNTY STANDARD TERMS AND CONDITIONS:

SEE ATTACHED (30 PAGES) ALL 30 PAGES and the required Reference (Attachment A) SHALL BE COMPLETED AND RETURNED IN SEALED ENVELOPE

Julie K McWilliams
Commodity/Contracts Officer
Pima County Procurement
Materials & Services Division
Julie.Mcwilliams@pima.gov

OFFER AGREEMENT (Addendum #3)

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1. INTENT:

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" agreement contract to provide Pima County ("County") with industrial cleaning services as County may order from time to time by issue of Delivery Order (DO) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed contract, all County Departments may utilize the resulting agreement.

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

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

2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:

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

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

3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

CERTIFY MINIMUM QUALIFICATIONS BY CHECKING THE RESPONSE BOX (YES). A "NO" ANSWER WILL CAUSE YOUR OFFER TO BE REJECTED AS NON-RESPONSIVE.

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
1	<p>Experience: The CONTRACTOR certifies they have a minimum three (3) consecutive years' experience in industrial cleaning at industrial sites.</p> <p>One reference from a current client is submitted with bid package demonstrating three (3) consecutive years' experience in industrial cleaning at industrial site(s). (Attachment A)</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Yes</p>
2	<p>MANDATORY PRE-BID MEETING CONTRACTOR certifies their attendance at the Pre-Bid meeting for solicitation #198778.</p>	<p><input type="checkbox"/> Yes</p>
3	<p>MANDATORY ON-SITE VISIT CONTRACTOR certifies they have completed the required On-Site Visit prior to bid submission for solicitation #198778.</p>	<p><input type="checkbox"/> Yes</p>

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4	<p>SAFETY MANUAL Contractor certifies it has a comprehensive Safety Manual.</p>	<p align="center"><input type="checkbox"/> Yes</p> <p>Copy of Safety manual included in bid package?</p> <p align="center"><input type="checkbox"/> Yes</p>
5	<p>HAZARDOUS MATERIALS MANAGEMENT PROGRAM Contractor certifies it has a Hazardous Materials Management Program.</p>	<p align="center"><input type="checkbox"/> Yes</p> <p>Copy of Hazardous Materials Management Program included in bid package?</p> <p align="center"><input type="checkbox"/> Yes</p>
6	<p>SPCC POLICY Contractor certifies it has a Spill Prevention, Containment & Countermeasures (SPCC) policy.</p>	<p align="center"><input type="checkbox"/> Yes</p> <p>Copy of Spill Prevention, Containment & Countermeasures (SPCC) included in bid package?</p> <p align="center"><input type="checkbox"/> Yes</p>
7	<p>Contractor certifies it has read Exhibit A Administrative Specifications and agrees to comply with all requirements as indicated therein.</p>	<p align="center"><input type="checkbox"/> Yes</p>

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

The Pima County Regional Wastewater Reclamation Department (RWRD) has an ongoing need for professional industrial cleaning services to structures and equipment located at their Water Reclamation Facilities (WRF). Cost for services will be established "per site" and shall conform to the *Instructions to Bidders and Standard Terms and Conditions* as modified or added to by: **EXHIBIT A ADMINISTRATIVE SPECIFICATIONS, EXHIBIT B SCOPE OF SERVICES, EXHIBIT C BUILDING/CLEANING LEVEL SPECIFICATIONS.**

5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute contracts by issue of a Master Agreement (MA) to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

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

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's

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own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF GOODS AND SERVICES:

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

7. COMPENSATION & PAYMENT:

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

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

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

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

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated Purchase Order (PO) or Delivery Order (DO) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

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

The Master Agreement (MA) or Purchase Order (PO) issued to accept Contractor's offer will define the not to exceed amount of the contract.

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

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

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

Price Warranty: CONTRACTOR will give COUNTY the benefit of any price reduction before actual time of shipment.

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

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proposal. COUNTY reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

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

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

UNIT PRICES (Net 30 day Payment Terms) SEE ATTACHED EXHIBIT D UNIT PRICES

SUSTAINABILITY: In accordance with BOS Resolution 2007-84, Pima County values and encourages sustainable practices. Please **CHECK which of the following your business incorporates:**

- Waste prevention/reduction or material recycling/reuse?
- Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?
- Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located within Pima County)?

8. DELIVERY:

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

COUNTY will contact Contractor to schedule service at least one month prior. Work will be performed between the hours of 7:00 am and 4:00 pm, Tuesday through Friday (holidays excluded).

Delivery locations:

Tres Rios Complex, Water Reclamation Facility (WRF)
7101 N. Casa Grande Highway
Tucson, AZ 85743

9. TAXES, FEES, EXPENSES:

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

10. OTHER DOCUMENTS

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 198778 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These

documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance.

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

11.1 Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below

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

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

11.1.3 **Workers' Compensation and Employers' Liability** - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.

Note: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

11.2 Additional Insurance Requirements:

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

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

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

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

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

11.3 Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

11.3.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to

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maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

11.3.2 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

11.4 **Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this contract, Contractor's insurance shall not be permitted to expire, be suspended or canceled without thirty (30) days prior written notice to Pima County. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

11.5 **Subcontractors:**

Contractor's certificate(s) will include all subcontractors as additional insureds under its policies **OR** Contractor will furnish to COUNTY upon request separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

11.6 **Approval and Modifications:**

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

12. PERFORMANCE BOND:

None

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

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

Addendum #	Date	Addendum #	Date	Addendum #	Date

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitation's 'Instruction To Bidders'? **Yes** **No** (Select one)
If 'Yes', have you included your certification document? Yes No (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

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15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ **FAX:** _____

CONTACT PERSON EMAIL ADDRESS: _____

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

CORPORATE HEADQUARTERS LOCATION:

STREET ADDRESS, CITY, STATE, ZIP: _____

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

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

County Attorney Contract Approval "As to Form"

PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15)**1. OPENING:**

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

2. EVALUATION:

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

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

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

3. AWARD NOTICE:

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

4. AWARD:

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

5. WAIVER:

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

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

7. INTERPRETATION and APPLICABLE LAW:

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

8. WARRANTY:

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

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from COUNTY in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo

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(DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

10. PACKING:

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

11. DELIVERY:

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

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

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

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

12. SPECIFICATION CHANGES:

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

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

13. INSPECTION:

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

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

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

16. ACCEPTANCE OF MATERIALS AND SERVICES:

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

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

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

18. FRAUD AND COLLUSION:

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

19. COOPERATIVE USE OF RESULTING CONTRACT:

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

20. PATENT INDEMNITY:

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

21. INDEMNIFICATION:

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

22. UNFAIR COMPETITION AND OTHER LAWS:

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

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of

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Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

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

24. ASSIGNMENT:

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

25. CONFLICT OF INTEREST:

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

26. NON-DISCRIMINATION:

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

27. NON-APPROPRIATION OF FUNDS:

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

28. PUBLIC INFORMATION:

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

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

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

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

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to

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COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY had given Contractor reasonable time to respond to COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

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

31. NON-EXCLUSIVE:

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

32. PROTESTS:

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

33. TERMINATION:

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

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

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

35. INDEPENDENT CONTRACTOR:

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

36. BOOKS AND RECORDS:

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

37. COUNTERPARTS:

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

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or

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administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

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

41. SEVERABILITY:

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

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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

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

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

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

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

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

43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by COUNTY, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by COUNTY during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon

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termination or completion of the contract, Contractor will either return all such data to COUNTY or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

EXHIBIT A ADMINISTRATIVE SPECIFICATIONS

Designated Personnel

At the time of award, the Contractor will provide a current list of the names and contact information of all designated personnel who will perform work under this contract. Contractor will notify the County point of contact of any change in designated personnel at least twenty-four (24) hours prior to employee's assignment on RWRD premises.

Hazardous Materials Management Program

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

- Title 29, Code of Federal Regulations, Parts 1910, Occupational Safety and Health (OSHA).
- Health Insurance Portability and Accountability Act (HIPAA) health privacy rules.
- Title 40, Code of Federal Regulation, Environmental Protection.
- State OSHA, Arizona State standards identical to federal standards: 29CFR 1910.1001 and 1926.58, Asbestos; 1910.1200, Hazard Communication: 1910.1028, Benzene, 1910.7 Safety Training or Certification of Certain Workplace Equipment and Materials; 1910.100, Air Contaminants; 1910.120 Hazardous Waste Operations and Emergency Response, and 1030 Blood borne Pathogens.
- Arizona Department of Environmental Quality (ADEQ), Arizona Administrative Code, Title 18, Arizona Revised Statutes, Title 49.
- Contractor will provide a copy of their Hazardous Materials Management Program that includes, as a minimum, but is not limited to the requirements specified under this section. The interest of Pima County are that accidental spills, site contamination, and injury of personnel on the sites are avoided.
- Any hazardous waste, as defined in any of the above listed regulations, generated at the RWRD facility as the result of actions by/of the contractor or its employees will be the responsibility of Contractor. If Contractor or its employees use any substance that generates a hazardous waste stream at the RWRD facility, Contractor will obtain an "EPA" identification number listing the Contractor's name and address as the generator of the hazardous waste (identification number can be obtained from the Arizona Department of Environmental Quality [ADEQ], <https://www.azdeq.gov/environ/waste/hazwaste/manifest.html>). Contractor will be responsible for the identification, analysis, profiling transport and disposal of all hazardous wastes generated at the RWRD facility as a result of actions by their employee(s).

Hazardous Materials Inventory

Prior to bringing products on RWRD premises, Contractor will develop and provide to County point of contact a complete inventory of products containing hazardous material that will be located/used on site. The inventory will include the name of the product, manufacturer, container size(s), number of containers and the minimum and maximum volume of hazardous materials in concentrations greater than 0.1% for carcinogens (as defined in 29CFR part 1910.1200D4) and 1.0% for all other that are being stored and/or used on or intended to be stored on site. Also prior to bringing products on RWRD premises, Contractor will provide to Pima County a description of the processes and/or procedures in which any of the chemical on this list are used.

The inventory will be updated prior to new products/materials being brought onto site, including deliveries, or removed from the site. New products will be approved for use by the County by providing a copy of the products' SDS for review to the County Point of Contact. Approval must be obtained three (3) working days prior to service.

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

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

All updates to be provided to County.

OSHA GUIDELINE COMPLIANCE Safety Data Sheets

Contractor will furnish to County RWRD Department copies of Safety Data Sheets (SDS) for all products used, three (3) working days prior to beginning of service in any facility. Contractor will update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility a copy of that product's SDS will be provided to the **County point of contact** three (3) working days prior to the product being used in any facility.

- The SDS will be in compliance with OSHA Regulation 1910.1200 paragraph g.
- Contractor will maintain on each site a notebook containing current (dated with the past three years or verified as most current by manufacturer) Safety Data Sheets(SDS) for all materials being used on each site, whether or not they are defined as a hazardous material. The notebook will be kept with the County point of contact.
- The notebook will be kept up-to-date as materials are brought onto and removed from the site. It is not the County's intent to require a specific brand of product; however the Contractor will provide environmentally preferred cleaning products.

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Labeling of Hazardous Materials

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

OSHA GUIDELINES BLOOD PATHOGENS

Contractor will comply with OSHA standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all personnel engaged in contracted service. Contractor will be responsible for compliance on date of contract acceptance and will provide proof to County point of contact.

HAZARD COMMUNICATIONS COMPLIANCE

Proof of compliance with OSHA regulation 1920.1200 Hazard Communication, will be provided to the County point of contact upon commencement of this contract and reviewed by RWRD's Department Safety Officer.

Requirements to do business with Wastewater Reclamation Facilities:

- Contractor's personnel/subcontractors will attend a plant safety briefing prior to coming on RWRD Plant sites. Contractor will contact the County employee designated as the RWRD Point of Contact prior to visit.
- RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license or a passport.
- Contractor's vehicles will be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the contractor name or a sign displayed in the front window. Decals smaller than 8.5 inches by 11 inches will not be accepted.
- Contractor's vehicles will remain on approved roadways within the RWRD premises.
- Contractor's personnel/subcontractors are to be in uniforms that bear company name or logo while on County site(s). Each employee will also wear at all times a photo ID with the employee's name and first and last name (legible). The uniform will consist of shirt or apron that is easily identifiable and marked with Contractor's name and logo. If jackets or sweaters are worn, they will bear clearly the company identification.
- Contractor's employees are required to sign in with the Regional Wastewater Reclamation Department Plant Site Administration Office immediately upon arrival at any RWRD facility. Report to the County employee designated as the Point of Contact. Contractor must wear an ID pass at all times while on plant site, and return ID pass at the end of each day to Regional Wastewater Reclamation Department Plant Site Administration Office. Pass card will enable contractor to enter buildings specific to cleaning tasks. Contractor's personnel are not authorized access other than during scheduled days for industrial cleaning. Due to safety issues, Contractor's personnel must sign in and out each time they leave the plant during the day.
- Contractor will be responsible for the safety of their employees at all times. Areas with the potential for slip and fall accidents, such as areas where floor care is in progress or spills have occurred, or are being cleaned up, will be marked and access to that area blocked to foot traffic. Caution signs will be used as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the County.
- Contractor must provide all their own equipment and/or tools to perform the necessary work/cleaning at no additional cost to Pima County.
- Contractor will be required to provide their own Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but be not limited to hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection and hearing protection.
- Contractor must comply with the County lock-out/tag-out procedures at all times.
- All chemicals used on RWRD Treatment Facilities require the Contractor to submit the Safety Data Sheet (SDS) to the RWRD Treatment Point of Contact for approval prior to application.
- All possible safety hazards to workers or the public will be corrected immediately. The facilities will be left in a safe condition at the end of each workday.
- Contractor is to leave a clean work site once the work/cleaning is completed. Contractor will be advised of trash recycle bin locations.
- Any chemical or fluid spills are to be immediately reported to the County Employee designated as the Point of Contact.
- All materials, tools, equipment, etc., will be removed or safely stored at the end of each day. For cleaning assignments that may span multiple days, County point of contact will determine appropriate and secure storage for contractor's equipment.
- Upon leaving the plant site the Contractor must check out with the County designated Point of Contact and discuss any ongoing or completed cleaning tasks.
- Contractor's equipment and tools must be removed from the site at the end of each work day. The County is not responsible for theft or damage to contractor's property.
- Specific buildings and areas listed in Exhibit C Building/Cleaning Specifications may require a County RWRD electrical escort. Contractor's personnel will observe and adhere to all Safety Hazard signs posted at buildings and surrounding areas at all times.
- Contractor will provide all their own personnel, materials, including but not limited to tarps and required equipment for the completion of all necessary industrial cleaning tasks, outlined in the Scope of Work at no additional cost to Pima County.
- Contractor will have OSHA compliant Safety programs and adhere to procedures at all times. Contractor's safety program shall include any OSHA requirements for cleaning of bird and rodent excrement. For example, a recommended program is as follows but it is the contractor's responsibility to meet all OSHA requirements:

Before any extensive clean-up measures are taken - e.g., removing accumulations inside an air shaft - workers should be informed of the possible health risks involved, particularly those with weakened immune systems. Even though histoplasmosis, cryptococcosis, and psittacosis pose minor public health threats, they can be further minimized if safety measures are taken. Wearing protective clothing like disposable coveralls, boots, gloves, and respirators can be used for protection.

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If a high-powered water hose is used to strip off dried droppings, dust control measures such as containing the area with plastic sheeting, should be taken. Wetting down the work area will prevent inhalation, reduce the risk of infection and will also prevent the spread of dust outside the work area.

Those with a compromised immune system such as people living with HIV/AIDS or cancer patients should not be directly involved in the removal of the droppings. Always wash hands and any exposed skin before eating or drinking and when finished with work.

Several alternatives to using a high-powered water hose exist. One such alternative includes soaking the droppings with water and then shoveling it. The wet material should be collected in heavy-duty plastic bags or another type of secure container and discarded with the regular trash.

- Contractor's personnel will not climb on piping or equipment
- Contractor's personnel will not use Tobacco or Tobacco related products. Board of Supervisors Policy C.3.18 Tobacco Free Environment covering Pima County Government facilities, work sites, public buildings and adjacent properties. These are defined as the owned or leased properties or facilities occupied or used by County personnel, visitors or Contractor and include but are not limited to buildings, courtyards, walkways, breezeways, parking lots, parking structures and county vehicles. Tobacco or Tobacco related products include, but are not limited to, cigarettes, cigars, pipes, smokeless tobacco, water pipes, hookah, e-cigarettes. Chewing tobacco, snuff and other products containing tobacco.
- Contractor will determine whether products selected could require an emergency spill response plan for any hazardous material used. If such determination is made, a plan for directing employees in the proper response procedures will be submitted. At a minimum the response plan will address the following minimum information
 - a. Provide a description of equipment on site available to contain and/or respond to an emergency spill of the material.
 - b. Notification procedures
 - c. Response coordination procedures between Contractor and County.
 - d. Provide a site plan showing the location of stored hazardous material and location of spill containment/response equipment
 - e. Provide a written description of the training provided to the Contractors' personnel.
 - f. Any chemical or fluid spills, such as oil, antifreeze, hydraulic leaks on specific equipment, are to be immediately reported by the Contractor's personnel to the County point of contact. Emergency pick-up of spillage and other similar minor accidents will be provided by the Contractor whether personnel are on site at the time of the occurrence or if personnel will drive directly to the site.

Contractor's Requirements:

- The contractor will be required to provide a list of equipment, supplies and tools planned for the industrial cleaning services at time of bid. The list will include rotary scrubbers, wet vacs, pressure washers, steamers and similar equipment.
- The contractor's supervisor will be a designated staff person who will function as the coordinator and onsite supervisor of all onsite key personnel.
- The supervisor will remain onsite each day and reasonably accessible during all hours of operation. During scheduled and unscheduled absences from the plant, the contractor is to provide a back-up onsite supervisor.
- For safety purposes, each of the contractor's key personnel will have a method of contact with Pima County personnel.
- The supervisor is responsible for all chemicals supplied or brought onto the site for use by the key personnel. Volatile solvents that could ignite or explode will not be used as a cleaning agent. The contractor will provide the Pima County designated point of contact, information on each chemical to be used for conducting industrial cleaning tasks. Provided information will include Safety Data Sheets (SDS), a handling plan and a storage plan.
- The contractor is responsible for all the contractor's equipment and supplies brought onsite for use by personnel. If cleaning services for a particular building or area are required for more than one day, supplies and equipment will be stored in approved designated areas and properly secured to prevent vandalism and/or theft, upon approval of the County point of contact.

Contractor Training Requirements

Contractor will provide appropriate training for employees prior to the beginning of service under this Contract to ensure competent performance of the work during scheduled cleaning. The Contractor will provide, when submitting names of the personnel, documentation of type and amount of training received by each employee, to include training in use of the SDS, HAZMAT, and the handling of blood borne pathogens. Documentation confirming each personnel's training is to be kept by the **County Point of Contact** with the SDS sheets. This information is due within (30) days of contract and will be updated regularly.

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

Prior to their assignment, the Contractor personnel will be fully trained, undergoing both a classroom and hands on training environment with written material and videos (which will be made available for review upon request within five calendar days from request) in a language they understand. All training will include HAZMAT certifiable training and all training sessions will be open to County observation; each session will be preceded by notification of said event to the County representative. Each contractor's personnel will be familiar with all chemicals they are to use, (e.g: the ability to name the product and its appropriate use) and how to use and read an SDS and where they are located. Workers will also be aware of how to dilute the chemical(s) they will use and what surfaces they should be used on. The employee will know how to clean their assigned area.

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Contractor's employees, including supervisors assigned to work in County facilities will be provided no less than two (2) hours training on hazardous materials and asbestos in a language they understand. Attendance records of personnel will be signed and dated by each of those in attendance and a copy of said record, certified by the Contractor, will be submitted to the **County point of contact** prior to Contractor's personnel first work date.

Personnel Requirements:

Personnel employed by the contractor to perform industrial cleaning services defined in this scope of work will be physically able to:

- Work from an elevation required to perform tasks.
- Empty trash cans provided.
- Work safely in the vicinity of machinery that can start automatically, as well as around electrical panels and equipment.
- The contractor will instruct and ensure that all personnel employed under this solicitation will only engage in activities related to the performance of their duties as described.
- The contractor's personnel will be instructed not to leave assigned work area during performance of assigned duties.
- The contractor's personnel will also ensure all industrial cleaning equipment and/or tools are never left unattended during the cleaning assignment.
- Contractor will be able to work around and not cause damage to existing landscape. Contractor will report any damage to existing landscape, piping, equipment or building to County point of contact immediately.
- Contractor will report any bee hives, bird, or other wildlife nest(s) to County point of contact. Contractor is not to remove or disturb bird nests as some are protected species by the Migratory Bird Treaty Act. 50 CFR 10.13 (for example – Swallows), unless such removal is discussed with County point of contact. It is RWRD's responsibility to arrange the removal for occupied, birds' nests if applicable prior to cleaning.
- Contractor will report any snakes or wildlife immediately to the County point of contact. They will not try to remove or handle themselves.
- Contractor's personnel will not prop doors unnecessarily. Doors, including roll up door will remain closed during performance of all tasks. Contractor's personnel entering or leaving the building will make sure the doors are locked at all times. They will be alert upon entering buildings to ensure that no unauthorized persons are waiting to gain access to the building. Doors will not be unlocked for anyone at any time, or for any reason unless approval given by County point of contact
- Contractor's personnel will notify County point of contact immediately if they perceive there may be an issue, such as leaking pipes, chemical residue spillage before cleaning.
- Pima County RWRD reserves the right to remove any assigned personnel from any of its facilities, whose conduct is determined to be unacceptable.

END OF EXHIBIT A

EXHIBIT B SCOPE OF SERVICES

General Description of Work

Contractor will provide the following services: clean floors, walls, columns, windows, doors, equipment, piping systems, electrical equipment, electrical panels, electrical gear and appurtenances; remove all dirt, trash, debris, dead rodents, unoccupied bird nests, wash away bird excrement and spider webs. Sites will be scheduled for cleaning "as needed". Cleaning in the context of this solicitation is defined as restoring the surface to its original condition so that only the original surface of the structure or equipment remains after cleaning. All original painting or coating must remain intact and undamaged.

General working conditions

Contractor's personnel working at Pima County wastewater facilities plants may be exposed to mechanical, chemical, biological, pests, rodents, wildlife and electrical hazardous working conditions. This may include a variety of chemicals, physical injuries potential, infectious diseases, fire, electrical shock, noise, dust, fumes, unpleasant odors, and entanglement in moving machinery.

Chemical hazards may include exposure to chemical agents used for processing wastewater and may cause skin burns, injury to the eyes and damage to the respiratory system. Biological hazards may include exposure to sewage containing bacteria, fungi, parasites, and viruses that can cause intestinal, lung and other infections.

Mechanical may include overhead cranes. Contractor's personnel should be aware of moving equipment and surroundings.

Pests and wildlife may include but not limited to, birds, bees, wasps, mice, mosquitos, poisonous snakes, spiders, and coyotes.

Industrial Cleaning Schedule

Exhibit C Building/Cleaning Specifications identifies twenty-two (22) service sites that require industrial cleaning services. Each of the twenty-two (22) sites will be cleaned as required per the County point of contact (to be provided at time of Award). Some sites have multiple rooms and areas.

Industrial Cleaning Service Categories and Descriptions

Industrial cleaning services will be divided into **Three (3)** service categories and will be determined by the methodology and resources required to perform the task(s) efficiently and effectively. These service categories/work tasks are identified as Levels A-C. If the level of cleaning at any time is considered to be unacceptable to Pima County, Contractor will be required to remedy the situation to the satisfaction of County at no additional charge to the County. Acceptable cleaning specifications outlined below for Levels A-C.

Level A: General Industrial Cleaning Services

Services at this level will include, but not be limited to, the use of industrial strength brooms, shovels, squeegees, rakes, wheelbarrows and County approved industrial strength cleaning solutions and chemical cleansers. Trash collection, spider web removal, bird nest or bee hive removal (only if unoccupied), sweeping, mopping, hosing, cleaning interior and exterior windows, walls, doors, floors and railings. Specific building requirements listed in Exhibit C Building/Cleaning Level Specifications may require equipment such as tarps that must block dust and water spray. Level A cleaning includes all the following:

- Spider Web Removal- Completely remove spider webbing from equipment, lighting, doorways, walkways and overheads.
- Air handling, Pipe Cleaning – Clean off piping, ductwork, air handling units and support beams per each building specifications and special notes.
- Operating Floors and Containment Areas – All floors will be cleaned, washed and all debris picked up and placed in designated waste containers. Thereafter all floors will be washed with approved industrial cleaners. The personnel will squeegee any standing water to the nearest sump or trench drain. The contractor's personnel will be specifically forbidden to hose down, sweep or mop solid waste debris into trench drains, sumps, etc., or to leave debris on the floor. Contractor's personnel will report any standing water issues to the county point of contact and confirm progress on a weekly basis until resolved. Drain covers are to be placed over drains. If drain covers are missing, the contractor will be required to report this issue to the County point of contact.

Note: Excessive use of water for cleaning can sometimes cause other problems on the plant; therefore, excessive hosing is not allowed. An example of excessive use is to allow a hose to run constantly to wash away spills. While hosing down floors is allowed by the County point of contact, care must be taken to prevent water from entering motors, instrument panels, valve operators, electrical panels, conduits, duct banks, Motor Control Centers (MCC's) and other electrical distribution enclosures. The contractor will be required to clean floors without the use of hoses. Hoses can only be connected to service water spigots approved prior to use by the Pima County point of contact.

- Hoses must be properly secured when not in use. Contractor is responsible for providing all hoses.
- Underground Tunnels and Operating Equipment –sweep and then hose underground tunnels and around operating equipment (the task will also include removing debris under piping, trenches and in other hard to reach areas).
- Painted Walls –wipe down painted walls with approved product (industrial strength detergent/cleaner may be used).

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- Handrails and Ladder Rungs –clean all handrails, be it inside or outside, and ladder rungs with approved industrial strength detergent. This includes top rail, intermediate rail, toe board, and posts. Oil spots or smears, bird droppings, etc., are to be removed as part of this cleaning. Prior County approval is required for special cleaning agents that may be required.
- Doors –clean doors using approved glass and stainless steel cleaner.
- Air handling units –clean air handling louvers and power wash fan screen covers.
- Piping – any piping connected to equipment or outside a building will be thoroughly cleaned
- Windows- interior and exterior windows will be thoroughly washed
- Trash collection receptacles – All waste that the contractor may encounter during a cleaning assignment, will be removed from RWRD worksite. Waste is defined as food wrappers, paper products, soiled rags, etc. Specifically things not considered waste include: replacement parts due to maintenance of equipment, used oil, construction material, etc. The contractor will be responsible for the onsite disposal of waste and trash. Waste, trash and soiled rags will be disposed of at designated Wastewater onsite trash, recyclable dumpsters and red cans (soiled rags).

Level B: Specialized Equipment Cleaning

Services in this category will include gas engine & electric cold pressure washers, gas & oil hot pressure Jenny Steam Washers, vacuum cleaners and floor scrubbing machinery to clean stairwells and railings (with or without proper drainage), tile floors in process areas, equipment, process areas with chemical and sludge or oil-based residuals. Level B cleaning, includes all of Level A plus:

- Power washing –power wash untreated walls and floors of operational areas indoors and outdoors as needed or required.
- Clean stairwells –clean landings, stairwells and walls (power wash, if possible, when drainage is available) – this task will include all concrete steps, open grating and closed grating. Additional personnel may be needed for securing entrances.
- Operating Floors and Containment Areas – All floors will be cleaned, washed and all debris picked up and placed in designated waste containers. The Contractor's personnel will squeegee any standing water to the nearest sump or trench drain. The contractor's personnel will be specifically forbidden to hose down, sweep or mop solid waste debris into trench drains, sumps, etc., or to leave debris on the floor. Contractor's personnel will report any standing water issues to the County point of contact and confirm progress on a weekly basis until resolved. Drain covers are to be placed over drains. If drain covers are missing, the contractor will be required to report this issue to the County point of contact.
- Air handling units –clean air handling louvers and power wash fan screen covers.
- Piping – any piping connected to equipment or outside a building will be thoroughly washed.

Level C: Additional Labor Services

Any cleaning services in this category not specified in Level A or B. Level C cleaning, includes all of Level A and or B plus specific building/site requirements as stipulated in the Delivery Order.

Work Schedule Requirements All industrial cleaning tasks will be performed during RWRD regular work hours, Tuesday through Friday. Work hour start and finish times will be determined and may be adjusted by the designated County point of contact. Earliest start time is 7:00 a.m. Contractor must clean up work area/equipment and exit Tres Rios complex by 4:00 p.m.

No work will be performed on County-approved holidays and/or weekends unless prior written approval is given by the County point of contact.

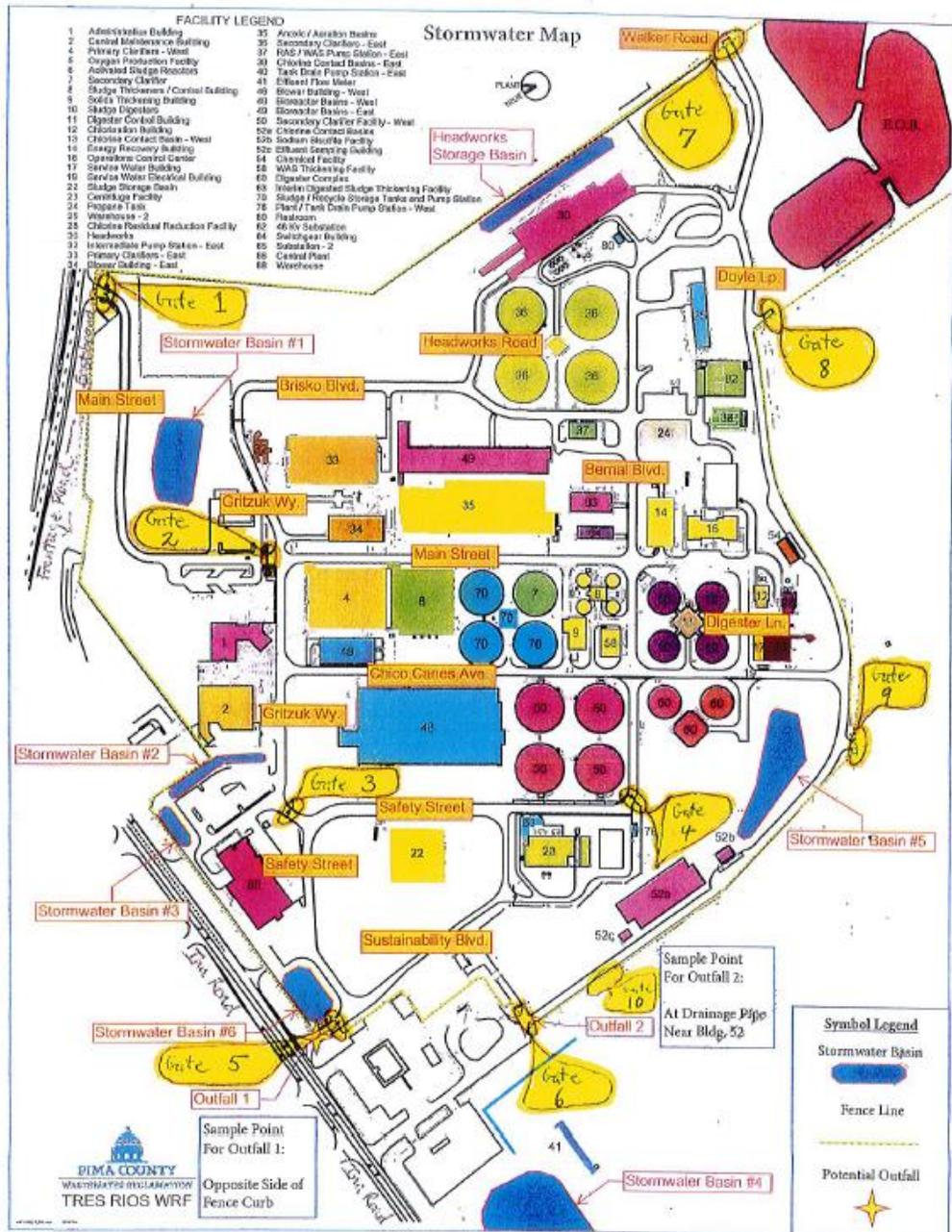
County will schedule work one month prior to required service. Within two (2) weeks before scheduled cleaning, Contractor will prepare and submit a work plan to the County point of contact for approval. The work plan will address the following items: work site/area and equipment, start date and estimated finish date, additional resources needed from RWRD such a Lock out tag out (LOTO), removing equipment or parts from the area, etc. The work plan will also detail the equipment, personnel, and cleaning chemicals and methods to be performed by the contractor.

If necessary, the County Point of Contact will arrange exterminator treatment within two weeks prior to a building's scheduled cleaning.

See Exhibit C Building/Cleaning Specifications for more details.

END OF EXHIBIT B

EXHIBIT C BUILDING/CLEANING LEVEL SPECIFICATIONS



- | | |
|------------------------------|--------------------------------|
| Gate 1 - Frontage Road | Gate 6 - Inn Road Fuel Station |
| Gate 2 - Main Gate | Gate 7 - Walker Road, SRF |
| Gate 3 - Warehouse | Gate 8 - EOB |
| Gate 4 - Centrifuge Building | Gate 9 - Reclaim Fill Stand |
| Gate 5 - Inn Road, Wet Haul | Gate 10 - Effluent Flume |

BUILDING NAME/IDENTIFICATION	Level of Cleaning A = General B = Specialized C = Add'l Labor Svcs (Offer Agreement Section 4)	DANGERS/WARNINGS *DO NOT CLIMB ON PIPING OR EQUIPMENT ANYWHERE ON THE PREMISES*	CLEANING SPECIFICATIONS
#3 Dewatering Transfer Station <ul style="list-style-type: none"> • Bldg 900 sf • Underground Loading Ramp 3,150 sf • Electrical panel • Air duct room 	<p style="text-align: center;">B</p> <p style="text-align: center;">A</p>	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes • High Voltage, No spark • DO NOT ENTER IF RED LIGHT IS ON • Spiders and cobwebs 	<ul style="list-style-type: none"> • Door and Roll up doors, drains, outside Electrical Control panel, floors, concrete or epoxy overlay, ledges, sills, motors, pumps, pipes and overhead structures • Trailers have to be moved prior to cleaning, roll up doors • If no trailers present or trailers are out of service, no special requirements • Need to air out prior to cleaning • Ramps on both sides, do not clean ramp to the roof • Stairwell to roof, stairs inside • Exterior wall, caution electrical • Cleaning of outside odor control equipment not required • Windows: <ul style="list-style-type: none"> ○ Two (2), size 32 ½" x 31 ½" ○ One (1), size 24 ½" x 33" door with window
#4 Skimmer House <ul style="list-style-type: none"> • 3,300 sf • Part of Primary Clarifier West • Electrical Control Panel 	<p style="text-align: center;">B</p>	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes • High Voltage, No spark • DO NOT ENTER IF RED LIGHT IS ON • Moving parts 	<ul style="list-style-type: none"> • Equipment needs to be outside, pressure wash deck, everything is sealed or contained • Doors, floors concrete or epoxy overlay, ledges or sills, motors, pumps, pipes, conduit, walls • Skylights: <ul style="list-style-type: none"> ○ Eight (8), size 48" x 48" • no debris or cleaning in skimmers
#8 Sludge Thickeners Control Building <ul style="list-style-type: none"> • Control Building 5,000 sf (2 stories @ 2500 sf) • Sub Station 925 sf • Electrical Control Panel Room 	<p style="text-align: center;">B</p> <p style="text-align: center;">A</p>	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes • HEARING PROTECTION REQUIRED • DO NOT ENTER WHEN RED LIGHT IS ON 	<ul style="list-style-type: none"> • doors, drains, electrical control panel, floors concrete or epoxy overlay, ledges or sills, motors, pumps, pipes, overhead structures, stairs, walls • Clean to entrance of 2 tunnels - opens to North South 1 , 2 segments East West 2 and East West 1 • Double doors open to North South 2 • Windows: <ul style="list-style-type: none"> ○ One (1), size 37" x 35" above door

<p>#9 Solids Thickening Facility</p> <ul style="list-style-type: none"> • 4,086 sf • Electrical Control Panel Room 	<p>B</p> <p>A</p>	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes • HEARING PROTECTION REQUIRED • High Voltage • Bird Excrement, spiders • Polymer may be stored, floor may be slippery 	<ul style="list-style-type: none"> • Doors, roll up door, drains, floors, concrete, or epoxy overlay, ledges or sills, motors, pumps, pipes & overhead structures, stairwells, ramp • Pallets would need to be moved by RWRD for floor cleaning to take place. • Cable trays to be hand dusted only • Swallows may be nest building on select locations outside of building occupied nests must be legally removed prior to cleaning • LAB & EQUIPMENT in basement is not to be cleaned • Opens to Tunnel North South 2 • Windows: <ul style="list-style-type: none"> ○ One (1), size 36" x 37" Basement over door ○ Six (6), size 41" x 48" Upstairs in Hopper area ○ Six (6), size 37 ½" x 48" Upstairs in Hopper area ○ Six (6), size 45" x 48" Upstairs in Hopper area
<p>#11 Digester Control Building East</p> <ul style="list-style-type: none"> • Upper and lower floors • 2,500 sf • Electrical Control Panel Room 	<p>B</p> <p>A</p>	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes • HEARING PROTECTION REQUIRED • High Voltage No spark • DO NOT ENTER WHEN LIGHT IS ON 	<ul style="list-style-type: none"> • Doors, roll up door, drains, floors, concrete or epoxy, motors pumps, pipes, overhead structures, stairwells, walls, hanging lights • Lower floor opens to Tunnel East west 2
<p>#12 Lab and Facility Management Storage (Chlorination Building)</p> <ul style="list-style-type: none"> • Main Structure 1,520 sf • First Aid Structure 600 sf 	<p>A</p>	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes • no water 	<ul style="list-style-type: none"> • The O&M lab is separated from the FM storage. • dry sweep, dust only • Do Not Clean O&M lab • Clean outside of building only • Windows: <ul style="list-style-type: none"> ○ Six (6), size 72" x 48" ○ Five (5), size 60" x 48"

<p>#14 Energy Recovery Building (Formerly Powerhouse)</p> <ul style="list-style-type: none"> • 18,200 sf (2 stories @ 9,100 sf) 	A	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes 	<ul style="list-style-type: none"> • Clean everything, except Tool Room and restroom • Doors, roll up door, drains, floors, concrete, carpet, ledges or sills, motors, pumps, pipes and overhead structures • Battery storage room, office areas, stairs walls, interior, exterior windows • Do not touch controls • Stairs to East West 1 Tunnel, part of Building 14 • Skylights – can remove grates: <ul style="list-style-type: none"> ○ Four (4), size 34" x 100" • Windows: <ul style="list-style-type: none"> ○ Thirty (30), size 52" x 76" ○ One (1), size 73 1/2" x 33" Over entry-door ○ One (1), size 35 1/2" x 24" Upstairs west window ○ Sixteen (16), size 44 1/2" x 47 1/2" Upstairs facing north ○ Sixteen (16), size 44 1/2" x 32 1/2" Upstairs facing north <p>Height of 2nd story windows: Exterior: Bottom – 22 ft; Top – 24 ft. Interior: Bottom – 18 ft; Top – 25 ft.</p>
<p>#15 Tunnel System</p> <ul style="list-style-type: none"> • 1,950 lf; 23,993 sf • Pump Room • East West 1 • East West 2 • East West 3 • East West 4 • North South 1 • North South 2 	B	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes • HEARING PROTECTION REQUIRED • Slip/fall • Watch changing inclines • Spiders • Electrical Control Panels 	<ul style="list-style-type: none"> • doors, rolling doors, floors, concrete or epoxy overlay, pipes and overhead structures, ramps, stairwells, walls
<p>#17 Service Water Building</p> <ul style="list-style-type: none"> • 1,925 sf 	B	<ul style="list-style-type: none"> • HEARING PROTECTION REQUIRED • Do not manipulate any switches, control panel devices or any overhead cranes • Spiders, moving parts 	<ul style="list-style-type: none"> • doors, floors concrete or epoxy, ledges or sills, pipes and overhead structures, numerous slanted windows, walls • roll up door • Skylights: Nine (9), size 48" x 48" • Windows: Nine (9), size 48" x 72"
<p>#19 Service Water Electrical Building</p> <ul style="list-style-type: none"> • 1,925 sf 	A	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes 	<ul style="list-style-type: none"> • door, roll up door, concrete floor, walls

#22 Loading station only near Sludge Storage Basin <ul style="list-style-type: none"> • 8' x 10' 	B	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes 	<ul style="list-style-type: none"> • door, floor, stairs, walls • Windows: <ul style="list-style-type: none"> ○ Four (4), size 19" x 33 1/2"
#23 Centrifuge and Cake Load out Building <ul style="list-style-type: none"> • New Bldg (1-story) 2,768 sf • Old Bldg (2-story) 14,626 sf • Electrical Control Panels 	B	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes • HEARING PROTECTION REQUIRED • 3 hoppers , DO NOT GO UNDERNEATH 	<ul style="list-style-type: none"> • doors, roll up door, drains, plexiglas walls, piping, overhead, floors, concrete, epoxy overlay, motors, pumps, pipes, overhead structures, stairs, stairwells to upper outer decks, • overhead plexiglas • DO NOT CLEAN BREAKROOM OR LOCKER ROOM AREA • OPERATIONS to clean corner of lab area • DO NOT CLEAN equipment on shelves • Windows: <ul style="list-style-type: none"> ○ Twenty-two (22), size 37" x 48 1/2" In shop area upstairs ○ Two (2), size 68" x 36 1/2" Over entry doors downstairs ○ Ten (10), size 37" x 48 1/2" Office/Control-Room upstairs <p>Height of 2nd story windows: Middle Row: Bottom – 17 ft; Top – 21 ft. Top Row: Bottom – 27 ft; Top – 30 ft. * <u>Crane must be locked out prior to cleaning inside top row of windows</u> *</p>
#25 Two (2) Storage Areas opposite ends of Warehouse 2 (K) <ul style="list-style-type: none"> • 2,520 sf (2 rooms @ 1,260 sf) 	A	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes 	<ul style="list-style-type: none"> • DO NOT GO INTO MAINTENANCE WORK SHOP that is between storage areas • Doors, roll up doors, do not touch equipment on shelves • floors, concrete, walls
#28 O&M Workshop <ul style="list-style-type: none"> • Electrical Room (Chlorine Reduction) • Main Bldg 1,520 sf 	A	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes • DO NOT TOUCH BENCHES • DO NOT CLEAN OUTSIDE BLDG 28 & 17 • Do not clean equipment outside, near enclosed flare 	<ul style="list-style-type: none"> • DO NOT CLEAN OUTSIDE TANK AREA • doors, drains, floors, concrete, walls, ledges or sills • Windows: <ul style="list-style-type: none"> ○ Six (6), size 60" x 48" ○ Five (5), size 72" x 48"

#30 Headworks Multiple rooms 40,000 sf total:	A, B	<ul style="list-style-type: none"> Do not manipulate any switches, control panel devices or any overhead cranes 	Doors, drains, floors, concrete, pipes and overhead structures, motors, stairwells, walls, windows, high dusting needed, Spider webs
1. Blower Room	B	1 - HEARING PROTECTION REQUIRED; DO NOT ENTER WHEN RED LIGHT IS ON <ul style="list-style-type: none"> Electrical Control Panel Room 	1 - NO SPARK, SWEEP
2. Course-Screenings Room	A	2 - HEARING PROTECTION REQUIRED; Moving parts and equipment	2 - Skylight – Do not clean outside of skylight
3. Course Hopper Area	B	3 - HEARING PROTECTION REQUIRED; Do not clean in hoppers	3- Height of 2 nd story windows: Bottom – 15 ft; Top – 19 ft.
4. Course Screening Truck Loading	B	4 - HEARING PROTECTION REQUIRED; DO NOT PRESSURE WASH WALLS in hopper rooms; DO NOT GO UNDER HOPPER	4 - Pressure Wash Floors
5. Duct Room	B		5 - Top of stairs above Blower Room
6. Electrical Control Room	A		6 - Wet mop
7. Fine Screening Room	B	7- HEARING PROTECTION REQUIRED	7 - Skylight – Do not clean outside of skylight
8. Fine Screen Truck Loading	B	8 - DO NOT GO UNDER HOPPERS	
9. Fine Screen Washer & Grit Area	B	9 - HEARING PROTECTION REQUIRED; NO SPARK	9- Height of 2 nd story windows: Bottom – 15 ft; Top – 19 ft.
10. Grit Pump Room	B	10 - HEARING PROTECTION REQUIRED; Motors	10- Sweep and hose
11. Inlet Slab	B		11-Deck and gates
12. Pump Off Fine-Screening (Grit Classifiers area)	B	12 - HEARING PROTECTION REQUIRED - light outside door	12- Piping, Motors, Walls and floors
13. Stairwell between pump & blower rooms	B		13- Lights, but spark ok
14. Sump Area	B	14 - Light outside door	14- can use water to wipe down
15. Top Deck Screw Pumps	B	15 - DO NOT CLEAN DECK OR SCREW PUMPS	15- Birds controlled with netting
16. Coarse Screening Truck Ramp	B		
17. Fine Screening Ramp	B		
18. Intermediate Ramp between 2 truck loading	B	18 - Do not go into room off ramp	18- Conduit, bird excrement
			<ul style="list-style-type: none"> Windows: <ul style="list-style-type: none"> Twelve (12), size 48" x 84" West Side

#33 Skimmer House and Deck (Primary Clarifiers East) <ul style="list-style-type: none"> Skimmer room 2,640 sf 	<p style="text-align: center;">B</p>	<ul style="list-style-type: none"> Do not manipulate any switches, control panel devices or any overhead cranes DO NOT ENTER IF RED LIGHT IS ON Moving chains, electric motors No spark 	<ul style="list-style-type: none"> Deck with air ducts Scum pump room, Stairwell pressure wash equipment must be maintained outside Skylights – No Roof Access – Do not clean outside of skylights <ul style="list-style-type: none"> Eight (8), size 160" x 88"
#34 Blower Building East <ul style="list-style-type: none"> 22,176 sf (2 @ 11,088 sf) Electrical Room HVAC Room Locker Room 	<p style="text-align: center;">B</p> <p style="text-align: center;">A</p> <p style="text-align: center;">B</p> <p style="text-align: center;">B</p>	<ul style="list-style-type: none"> Do not manipulate any switches, control panel devices or any overhead cranes DO NOT ENTER IF RED LIGHT IS ON HEARING PROTECTION REQUIRED 	<ul style="list-style-type: none"> Clean office area Doors, roll up doors, floors, concrete or epoxy, ledges or sill Walls, stairwells, pipes and overhead structures Windows: <ul style="list-style-type: none"> Three (3), size 32" x 36" Entry/Exit Two (2), size 24" x 36" Entry/Exit Forty (40), size 43" x 44" - 20' from ground level <p>Height of 2nd story windows: Bottom – 20 ft; Top – 24 ft.</p>
#37 RAS/WAS Pump Station East <ul style="list-style-type: none"> 3,600 sf Electrical Control Panel Room 	<p style="text-align: center;">B</p> <p style="text-align: center;">A</p>	<ul style="list-style-type: none"> Do not manipulate any switches, control panel devices or any overhead cranes HEARING PROTECTION REQUIRED Spiders, Fall hazards Uneven surfaces (1)High voltage 	<ul style="list-style-type: none"> Doors, drains, floors, concrete, or epoxy overlay, motors, pumps, pipes and overhead structures, walls Stairs Underground station Skylights – No Roof Access – Do not clean outside of skylights: <ul style="list-style-type: none"> Five (5), size 64" x 64" Five (5), size 88" x 88" One (1), size 160" x 88" Windows: <ul style="list-style-type: none"> Five (5), size 23 1/2" x 33 1/2" Windows on doors
#46 Vacuum Filtration and Blower <ul style="list-style-type: none"> 22,176 sf (2 @ 11,088 sf) MCC Room 	<p style="text-align: center;">B</p> <p style="text-align: center;">A</p>	<ul style="list-style-type: none"> Do not manipulate any switches, control panel devices or any overhead cranes HEARING PROTECTION REQUIRED 	<ul style="list-style-type: none"> Doors, Floors, concrete or epoxy, pipes and overhead structures, walls Mezzanines Do not clean office Conduit and motors DO NOT CLEAN TOOL CAGES Windows: <ul style="list-style-type: none"> Four (4), size 22" x 32" Entry/Exit Two (2), size 43 1/2" x 44" Thirty-two (32), size 43 1/2" x 45" - 20' from ground level <p>Height of 2nd story windows: Bottom – 20 ft; Top – 24 ft.</p>

#52C Effluent Sampling Building <ul style="list-style-type: none"> • 672 sf 	A	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes 	<ul style="list-style-type: none"> • Chemicals, outside only (lab equipment) • door, floor concrete, walls, vent above door • pressure wash stucco outside building • Windows: <ul style="list-style-type: none"> ○ Two (2), size 34" x 33"
#60 Digester Complex Building <ul style="list-style-type: none"> • 2,500 sf • HVAC room • Compressor room 	B A A	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes • CAUTION • HEARING PROTECTION REQUIRED • Electrical Escort needed • Do not touch sample sinks • no spark methane area 	<ul style="list-style-type: none"> • doors, drains, floors concrete or epoxy, ledges or sills, ramp, stairwells walls • Deep and long, equipment needs to be carried down stairwells, etc • cables, vaults need to be swept, dry mop • stairwell to heat exchange room • 2 main stairwells • Hatch may be used to move large equipment • Windows: <ul style="list-style-type: none"> ○ Seven (7), size 19" x 31" doors with windows
#86 Central Plant Building <ul style="list-style-type: none"> • Electrical Room 	B A	<ul style="list-style-type: none"> • Do not manipulate any switches, control panel devices or any overhead cranes • HEARING PROTECTION REQUIRED 	<ul style="list-style-type: none"> • Skylights: <ul style="list-style-type: none"> ○ Seven (7), size 65" x 65" • Clean outside windows only • Windows: <ul style="list-style-type: none"> ○ Four (4), size 34" x 23"

END OF EXHIBIT C

OFFER AGREEMENT (Addendum #3)

Title: Industrial Cleaning Services



ATTACHMENT A: REFERENCE FORM (Two Pages)

Pima County would like to thank you for taking the time to complete this reference form. Your firm has been identified as a current client of the below named Contractor. The Contractor is interested in submitting a bid in response to Pima County's IFB 198778 for Industrial Cleaning Services. This form will be used by the County in evaluating the capabilities of the vendor and product quality.

PLEASE COMPLETE EACH AND EVERY SECTION.

PLEASE COMPLETE EACH SECTION.

SECTION 1:

Name of Contractor for whom reference is given: _____

Your organization's business name: _____

Your Name and title: _____

Telephone number: _____ E-Mail address: _____

SECTION 2:

1. Does Contractor currently provide industrial cleaning at industrial sites?

YES **NO** (place a check mark in applicable box)

2. Has the Contractor been performing industrial cleaning services for your company for at least three consecutive years?

YES **NO** (place a check mark in applicable box). Start date of Contract: _____

3. Check as applicable the industrial cleaning services performed by the Contractor:

Resources used to perform industrial strength cleaning services:

- Brooms Shovels Squeegees
- Rakes Wheelbarrows Hoses

Types of structures and equipment cleaned:

- Inside/Outside windows Walls interior/exterior Doors
- Railings Pipes Air handling ductwork

Areas of industrial cleaning:

- Operating floors Walkways Ladder rungs
- Containment areas Overheads

Miscellaneous:

- Spider webs Emptying trash collection receptacles

ATTACHMENT A CONTINUED NEXT PAGE

OFFER AGREEMENT (Addendum #3)

Solicitation # 198778

Title: Industrial Cleaning Services

SECTION 3:

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>
1. Communications with Contractor:	0	1	2	3	4
Comments: _____					
2. Understanding of contractual requirements	0	1	2	3	4
Comments: _____					
3. Timeliness of completing implementation	0	1	2	3	4
Comments: _____					
4. Contractor knowledge of administering a contract	0	1	2	3	4
Comments: _____					
5. Contractor's record keeping/reconciliation	0	1	2	3	4
Comments: _____					
6. Contractor's responsiveness and success at addressing problems that arise:	0	1	2	3	4
Comments: _____					
7. Competence of professional services staff, customer service support team, online resources	0	1	2	3	4
Comments: _____					
8. Overall satisfaction with Contractor.	0	1	2	3	4
Comments: _____					
9. In what area(s) could the Contractor improve?					
Comments: _____					
10. In what area(s) does the Contractor particularly excel?					
Comments: _____					

Any other information that you would like to share about the Contractor: _____					

SECTION 4:

Your Signature: _____

Please submit this completed Reference Form to the Contractor.

Thank you for your time. Your cooperation is sincerely appreciated.

END OF ATTACHMENT A