

Notice of Invitation for Bids
IFB No. B24/10069L
Window Cleaning Services

Pima County Community College District (“College”) is seeking bids from qualified firms to provide **Window Cleaning Services** in accordance with the Technical Specification specified in this Invitation for Bids (IFB).

For a single or multiple Service Agreement(s) with an initial term of one year and four (4) optional one-year renewal periods will be awarded to a firm(s).

DUE IN: The deadline for receipt of sealed Bids is **February 21, 2024, at 3:00 PM (Arizona Time)**. Bid Packets must be electronically submitted by this deadline to the following location: EMAIL: do-bids-Bids@pima.edu ****ELECTRONIC SUBMITTALS REQUIRED**** Any packet received after the **DUE IN and OPENS date and time listed above will not considered.**

PRE-BID CONFERENCE is **OPTIONAL** but highly recommended and will be held virtually online. The purpose of this conference is to discuss requirements and review solicitation documents.

Date: **February 6, 2024, at 10:00 A.M. (Arizona Time)** at the following link:

Pre-Bid Meeting Link: <https://meet.google.com/ben-ajdz-vkr?authuser=0>

Call In Phone #: (US) +1 631-769-5323 PIN: 984 405 498#

QUESTIONS pertaining to this Invitation for Bids (IFB) must be communicated in writing and be received via email by **February 8, 2024, at 3:00 PM (Arizona Time)**. Questions must be sent to the email address below and should include the specified Procurement Analyst’s name and number. Question(s) should include a reference to the appropriate page and section number of the IFB. Questions and answers will be posted, if necessary, on the Pima Community College web page listed below by **February 14, 2024, at 3:00 PM (MST.)**

Charles C. Eburnoha, Procurement Analyst
do-bids-Bids@pima.edu

Copies of the Invitation for Bids (IFB), possible future addenda, questions and answers, and any related documents are available on the Pima Community College Website:

<https://pima.edu/administration/contracts-purchasing/rfps-bids-quotes.html>

It is the responsibility of all respondents to check the Website periodically for addenda and/or updates to the solicitation and to obtain this information in a timely manner. Failure to include acknowledgement of all addenda may be cause for rejection of the Bid.

Accommodations for People with Disabilities. If the vendor or any of the vendor's employees participating in this IFB need or have questions about the College's accommodations for people with disabilities, please make arrangements with the specified College buyer, via email provided. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

Kevin Startt, Director (Acting)
Procurement & Payment Services
Pima County Community College District
4905 East Broadway, Room D-206
Tucson, Arizona 85709-1420

Posted on Pima website on January 30, 2024

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Section 1

Bid Preparation, Submittal and Evaluation

Bids must conform to all requirements stated below, and elsewhere in this IFB. Disregarding these requirements may result in disqualification of the bid.

The terms "vendor", "bidder", "offeror", "firm", "consultant", "company" or "contractor" used in this IFB or any subsequent documents or communications related to this IFB are interchangeable and mean the entity submitting a bid and seeking to enter into an Agreement for the goods and/or services requested.

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

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

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

The firm's bid should be organized in sections as outlined below:

1. Cover Letter

All bids must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College. The cover letter must also identify the

primary contact for this bid and include the College's IFB number found within this Document. The cover letter should express the firm's interest and serve as an executive summary of the bid. Claims of proprietary information must be included in the cover letter.

2. Cost Proposal/Bid Form

All bids must include the complete Cost Proposal/Bid Form (Agreement Exhibit B) signed by a person or an official authorized to commit the firm to a contract with the District.

Additional requirements are as follows:

- a. Prices shall be shown by item and individually extended, unless otherwise indicated. In case of a conflict between unit price and extension, unit price prevails.
- b. The College is not exempt from paying State and local transaction privilege tax (sales tax). Bids should include applicable transaction privilege/sales tax as a separate cost item for each line.
- c. Provide detailed explanations of any assumptions that the bidder made in calculating the project costs in order to provide sufficient information for the College to be able to prepare a detailed cost analysis and comparison.
- d. Specify how bidder proposes costs will be billed to the College (e.g. actual expenses, time and materials, flat fee, capped, not-to-exceed, etc.) and when the bidder proposes to bill the College for the expenses (e.g. progress payments, milestone, weekly, monthly, etc.)
- e. Indicate if the bid includes work in separate phases or sections. If so, provide separate sections identifying costs for each of the proposed phases and describe the work that would be accomplished in each of the phases.
- f. Indicate if any items are optional and specify them in a separate section(s).

3. Qualifications

The bid verbiage must describe the firm's qualifications to provide the requested products and/or services, and include the following:

- a. Description of the nature of the firm's business; include a description of experience, competencies, and overall organizational capabilities.
- b. Number of years in business.
- c. Active Business License. Provide evidence of the ability to perform services within the vicinity of the City of Tucson and Pima County.
- d. Provide Certificates of Insurance as specified in attachment D.
- e. Verifiable experience cleaning multi-story high work buildings. Verifiable experience working with scaffolding, scissor lifts and equipment of this nature.
- f. References: The bidder must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the College. The College prefers educational or governmental entity references. Each of the references must include the following information:
 - i. Entity Name
 - ii. Entity representative name, title, phone number, and email address
 - iii. Industry Type
 - iv. Address, City, Province/State/Country
 - v. Year(s) service(s) provided.

- vi. Comments (include details regarding the current status of the product/service provided) incorporating requirements stated in items e & f above.

Submittals not meeting the qualification requirements may be determined non-responsive.

4. Response to Scope of Work

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this Invitation to Bid.

5. Exceptions Requested

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

6. Proprietary Information

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

7. Appendix

The Bid Appendix must include:

- a. All documents or forms required by the College to be completed by the firm including the required documents specified in the Appendix of this IFB.
- b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your firm.
- c. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this bid. The firm agrees to notify the College of any change in this status.
- d. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their bid, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted or assigned without prior written permission of the College, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly owned subsidiary of the contractor.
- e. Samples of any documentation or form that bidder will require the College to sign.

The firm must submit one (1) original copy of the bid.

8. General

- a. **Cost of Bid Preparation** - The College shall not reimburse the cost of developing, presenting or providing any response to this solicitation; offers submitted for consideration should be prepared simply, and economically, providing adequate information in a straightforward and concise manner.
- b. **Certification** - By signature on the Bid Form included herein, the respondent certifies that the submission of the bid did not involve collusion or other anti-competitive practices. The respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid. In addition, respondent certifies whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this document. Respondent also certifies their status with regard to debarment, or suspension by any governmental entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted bid and, if applicable, any resulting agreement. Signing the certification with a false statement shall void the bid and, if applicable, any resulting agreement. Any resulting agreement may be subject to legal remedies provided by law. Respondent agrees to promote and offer to the College only those services and/or materials as stated in and allowed for under resulting agreement(s).

9. Evaluation and Selection

- a. Bids shall be evaluated based on the requirements set forth in the IFB. Selection of the firm(s) will be at the discretion of the College and will be based on the lowest bid that the College deems to be responsive and responsible and serves the best interests of the College.
- b. If necessary, selected respondent(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the respondent.

The successful Bidder will be required to sign the Agreement attached to this IFB.

Section 2
Sample agreement

AGREEMENT FOR SERVICES

THIS SERVICES AGREEMENT (“**Agreement**”) is made as of ____, 2024 by and between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**College**”), a political subdivision of the State of Arizona, located in Tucson, Arizona, and _____ (“**Contractor**”), a(n) _____, with a principal place of business at _____.

BACKGROUND:

- A. College is a two-year community college and a public institution of higher education.
- B. Contractor is a company engaged in the provision of Window Cleaning Service Services.
- C. Contractor is a successful offeror under College’s vendor solicitation RFP #B24/10060L.

NOW, THEREFORE, in exchange of mutual promises and other valuable consideration, the parties agree as follows:

- D. **SERVICES.** Subject to the terms and conditions stated below, Contractor shall provide College the Window Cleaning Service services (“**Services**”). [Attachment A](#), which is attached to and made part of this Agreement, provides detailed description of the Services, including the Scope of Work, to be performed by Contractor. As part of the Services, Contractor shall deliver to College all goods, reports, documents and other materials (“**Deliverables**”) as set forth in Attachment A.

1. COMPENSATION

- 1.1. Compensation.** In exchange for the Services, College shall pay Contractor as compensation the total amount as and when set forth on [Attachment B](#), which is attached to and made part of this Agreement. Contractor shall be solely responsible for payment of all taxes, and, unless states expressly in Attachment B, shall be solely responsible for all expenses it incurs, including travel and meals, in connection with the Contractor’s obligations under this Agreement.
- 1.2. Invoices.** Contractor shall submit College a detailed invoice that includes the Contractor’s taxpayer identification number (Social Security number or Employer Identification number), dates and details of the Services provided, reference to this Agreement and to College-issued Purchase Order number.
- 1.3. Payments.** College will submit payment to Contractor within thirty (30) days after receiving the invoice from Contractor.

E. **TERM.** The initial term of this Agreement shall be for one (1) year from date of award. Four (4), one-year extensions of the agreement may be effected by an amendment to this Agreement approved by both parties, and, unless terminated earlier pursuant to Section 4 of this Agreement.

F. **TERMINATION.**

Termination for Cause. Notwithstanding the Term, College reserves the right to terminate this Agreement in whole or in part due to the failure of Contractor to comply with any term or condition of the Agreement. To acquire and maintain all required insurance policies, licenses and permits, or to make satisfactory progress in performing the Services. College shall provide written notice of the termination and the reasons for it to Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by Contractor under this Agreement shall become the property of and be delivered to College on demand. College may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, the services to replace those under this Agreement. Contractor shall be liable to College for any excess costs incurred by College in re-procuring the services.

Termination for Convenience. College reserves the right to terminate this Agreement in whole or in part at any time When in the best Interests of College without penalty or recourse. Upon receipt of the written notice, Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to College. In the event of termination under this provision, all documents, data and reports

prepared by Contractor under this Agreement shall become the property of and delivered to College. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be Contractor's sole remedy against College in the event of termination under this provision.

3. **CHANGES.** College may, from time to time require changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's

compensation, as mutually determined by the parties, shall be incorporated by written amendment to this Agreement.

4. **CONTRACTOR'S PERFORMANCE.** Contractor shall provide all tools, equipment, and supplies Contractor determines to be necessary to perform the Services. Contractor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by College.

5. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Contractor, "**Contractor Parties**"), shall be deemed employees, agents, partners, or joint venturers of College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.

6. **CONTRACTOR'S WARRANTIES AND CERTIFICATIONS**

6.1. **Performance.** Contractor warrants that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular Services to be performed under this Agreement. Contractor warrants that all Services under this Agreement will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.

6.2. **Deliverables.** Contractor further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Contractor under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.

6.3. **Licenses and Certifications.** Contractor warrants that it has obtained or will obtain, at its own cost, all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

6.4. **No Debarment.** Contractor further certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

6.5. Misuse of Public Funds. Contractor warrants that, with respect to any Federal, State, or local government funds: (i) Contractor has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Contractor or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds.

6.6. Conflict of Interest. Contractor represents that Contractor presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services under this Agreement. Contractor further warrants that no relationship or affiliation exists between Contractor and College that could be construed as a conflict of interest with regard to this Agreement.

7. OWNERSHIP AND USE OF DELIVERABLES

- 7.1. All documents and College-owned tools and equipment used in performing the Services shall remain the exclusive property of College. Further, all Deliverables, including but not limited to computations, data, records, statements, charts, presentations, reports, and other materials prepared or produced by Contractor in connection with the Services, whether or not accepted or rejected by College, will be considered “Work Made for Hire” under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and shall be the property of College and for College’s exclusive use and re-use at any time without further compensation and without any restrictions. Contractor may not sell, disclose, or obtain any other compensation for the Service Deliverables.
- 7.2. Contractor shall not, with regard to Deliverables, apply for, in Contractor's name or otherwise, any copyright, patent or other property right, and Contractor acknowledges that any such property right created or developed remains the exclusive right of College. Contractor will not use Deliverables in any manner for any other purpose without the express written consent of College.
8. **CONTRACTOR’S INTELLECTUAL PROPERTY.** Contractor will retain ownership of its pre-existing intellectual property, including any of its pre-existing Intellectual Property that may be incorporated into the Deliverables, provided that Contractor informs College in writing before incorporating any pre-existing Intellectual Property into any Deliverables. Contractor hereby grants to College a perpetual, irrevocable, royalty-free, worldwide license (with the right to sublicense), to freely use, make, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Deliverables or otherwise provided to College in the performance of the Services. For purposes of this Agreement, “**Intellectual Property**” or “**IP**” means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.
9. **COLLEGE DATA.** As between the parties, College will own, or retain all of its rights in, all data and information that College provides to Contractor, including all data and information provided directly to Contractor by College students and employees, as well as all data managed by Contractor on behalf of College, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through College’s or Contractor’s use of the Services (collectively, “**College Data**”). The College Data will be College’s Intellectual Property and Contractor shall treat it as College’s confidential and proprietary information. Contractor will not use, access, disclose, or license or provide to third parties any College Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Contractor’s obligations to College under this Agreement; or (ii) as authorized in writing by College. Contractor may not use any College Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without College’s prior written consent. Upon request by College, Contractor shall deliver, destroy, and/or make available to College any or all of College Data.

10. CONFIDENTIALITY

- 10.1. If, during the Term, either party is provided with access to the other party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, which is not generally known to the public ("**Confidential Information**"), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party's prior written consent.
- 10.2. Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party's possession or under the party's control, and shall either (i) promptly return such Confidential Information to the other party; or
(ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.
11. **EDUCATIONAL RECORDS; FERPA.** College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Contractor pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.
12. **PUBLIC RECORDS.** The parties acknowledge that College is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received

by College requesting records described as confidential, which College determines must be disclosed, College shall notify Contractor prior to disclosure.

13. **INFORMATION SECURITY.** All systems that contain College Data in connection with this Agreement shall be designed, managed and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, such systems and Services shall be managed in such a way that they are in compliance or are consistent with College's policies and standards regarding data usage and information, including College's information security requirements, as they may be amended from time to time, and that are set forth at the following web page: <https://www.pima.edu/administrative-services/information-technology/security.html>.
14. **INSURANCE.** Contractor shall procure and maintain until all of the Contractor's obligations under this Agreement have been discharged or satisfied, including any warranty periods, insurance coverage described in [Attachment C](#), and shall otherwise comply with the requirements of Attachment C, which is attached to and made part of this Agreement.
15. **RECORD KEEPING.** Contractor shall maintain all records related to the Services performed under this Agreement for three (3) years after the completion of the performance or after the termination or expiration of the Agreement, whichever is later.
16. **INDEMNIFICATION BY CONTRACTOR.** Contractor shall indemnify, hold harmless and defend College, its officers, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions, and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance of the Services under this Agreement.
17. **USE OF NAMES; TRADEMARKS.** Neither party shall use the other party's trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature ("**Marks**"), or the names of the party's employees in any publicity or advertising material without prior written approval by the other party. Contractor's use of any College's Marks, if and when authorized, shall comply with the College's design and drawing specifications.
18. **CONDUCT ON COLLEGE PROPERTY.** While on College property, Contractor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment), all of which can be found [here](#). Contractor's personnel, agents, and subcontractors shall comply with all reasonable requests of College communicated to Contractor regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.
19. **COMPLIANCE.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.

- 20. EMPLOYEE STATUS VERIFICATION.** As required by A.R.S § 41-4401, College is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A) (verification of employee eligibility through the e-verify program). Contractor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A). A breach of this warranty will be a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. College retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the warranty stated above.
- 21. NON-DISCRIMINATION.** The parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, gender, gender identity, color, religion, sexual orientation, or national origin.

- 22. **NON-ASSIGNMENT.** This Agreement is personal to Contractor. Contractor shall not assign any of the Contractor's rights or delegate any of the Contractor's obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Contractor shall be void and ineffective.
- 23. **RIGHT TO OFFSET.** College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.
- 24. **NOTICES.** Any notice to be given under this Agreement shall be in writing and sent to the intended party's address indicated below:

To COLLEGE
Requestor /Implementation
 Name: _____
 Phone: _____
 Email: _____
 Address: _____

Administration
 Name: PCC Contracts Services
 Address: 4905 E. Broadway Blvd,
 D-232 Pima Community College
 Tucson, AZ 85745

To CONTRACTOR:
 Name: _____
 Phone: _____
 Email: _____
 Address: _____

- 25. **FORCE MAJEURE.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence that party is unable to prevent.
- 26. **NO WAIVER OF RIGHTS.** No waiver by College of any breach of the provisions of this Agreement by Contractor shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.
- 27. **DISPUTE RESOLUTION.** In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, this Agreement is subject to arbitration to the extent

required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.

28. **ENTIRE AGREEMENT.** This document, including all Attachments constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior communications and understandings, written or oral, between the parties.
29. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona.
30. **SUPPLEMENTAL CONDITIONS FOR FEDERALLY FUNDED SERVICES.** College has entered into an agreement with either the U.S. Government, or another entity which has itself entered into an agreement with

the U.S. Government (“**Federal Contract**”). That Federal Contract requires that certain federal contract provisions be made a part of any subsequent contract awarded by College related to furthering the performance or deliverables required under that Federal Contract. Accordingly, the following additional Federal Acquisition Regulations (“FAR”) terms apply to any Contractor providing services to College under an Agreement. Any references below to “Subcontracts” refer to this Agreement.

30.1. These clauses apply regardless of amount of the Agreement:

- 52.222-26, Equal Opportunity (Apr 2015)
- 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008)
- 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (for subcontracts funded under the Recovery Act only)
- 52.227-9, Refund of Royalties (Apr 1984) (for subcontracts in which the amount of royalties reported during negotiation of the subcontract exceeds \$250).

30.2. These clauses apply to Agreements in amount of \$3,500 or more:

- 52.222-54 Employment Eligibility Verification (Oct 2015)

30.3. These clauses apply to Agreements in amount of \$10,000 or more:

- 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

30.4. These clauses apply to Agreements in amount of \$15,000 or more:

- 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)

[SIGNATURE PAGE CONTINUES]

IN WITNESS WHEREOF, the parties' duly authorized representatives have signed this Agreement on the dates indicated below:

For **COLLEGE**

For **CONTRACTOR**

**PIMA COUNTY COMMUNITY COLLEGE
DISTRICT:**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A

TECHNICAL SPECIFICATIONS

GENERAL DESCRIPTION OF THE STANDARD OF WORK

Clean the exterior windows at each of the locations listed and wipe clean the frame and mullions. Interior cleaning will be required at certain sites where regular custodial services cannot access the windows due to heights over 6 feet.

Cleaning is defined as removing all foreign deposits such as dirt, tape, adhesive, oxidations, scaling, bird droppings, paint, residue, etc. This is to be achieved without damage to college property to include applied solar film caulking, glazing and window coverings.

Special Requirements for Window Cleaning

Contractor must contact Rene Reichardt 206-2734 to establish window cleaning priority and to arrange for site visits.

Work will be scheduled only in coordination with campus plant managers and/or contact person at each location. The Contractor must have work signed off by contact person at each location upon satisfactory completion. A minimum two (2) week notice must be given to the campus/site prior to work being performed. To do so the planned schedule must be approved by at least 1 week before sending the notice.

Delivery and pickup of aerial lifts and special equipment must be coordinated with the site Facilities staff to ensure such equipment does not obstruct operations or impede access.

The Contractor must ensure all work is conducted in accordance with OSHA safety regulations, including cordoning off areas around aerial lifts and ladders.

Window frames to be cleaned using appropriate product, rinsed and wiped clean.

Surrounds of window frames to be cleaned of cobwebs, dirt and other soils.

Window ledges to be free of any overrun water, chemicals or dirt from cleaning operations.

The Contractor must ensure that materials used to clean the solar film causes no damage. (See window tint care instructions). The nature of these windows is such that any scrubbing action may distort surface appearance. Windows will be cleaned using lamb's wool or microfiber or similar microfiber applicator and rubber squeegee, thereby reducing the possibility of scratches, etc.

The Contractor must follow these specific cleaning instructions for glass roof at West Campus: For special PBV (Poly Vinyl Butyral) Glass over the West Campus cafeteria area, the contractor must ensure safe and appropriate cleaning methods are used to protect against de-lamination and to maintain the structural integrity of the glass.

The cleaning of internal windows will be done in common areas only as specified. The Contractor will be responsible

for moving and rearranging items as necessary.

The Contractor will be responsible for providing reach equipment such as ladders, booms and/or scissor lifts. Every effort to prevent damage to floor and wall surfaces from such equipment must be made. All must meet OSHA requirements.

Window Film Care and Maintenance

Do not clean the film for 30 days after installation.

Do not use ammonia solutions to clean any window film products.

A good economical cleaning solution for window film is a ½ ounce of liquid dish soap added to one quart of fresh water.

A soft cloth on a clean synthetic sponge is recommended for washing the window film followed by another clean, soft cloth or soft rubber squeegee.

Do not use bristle brush, abrasive scrubbing sponges, or any cleaning materials that could scratch the film.

Note: Some brand name paper towels are coarse enough to put fine scratches in the film.

Always use fresh clean, soft materials to wash and dry your window film surfaces.

You may notice blisters on some windows. Those are water pockets that will disburse within 60 days. If not, installation contractor will correct the problem. Please do not try to flatten out those problem areas. The film could get damaged. Contractor will not be held responsible for any film that has been previously damaged. That should be pointed out on initial walk thru with successful vendor.

Vendors are highly encouraged to visit the sites to understand the scope and complexity involved with each. Please call ahead and make appointments.

Any time there is an accumulation of sand and grit (especially on glass roofs) it is recommended that the entire surface be hosed down with a very strong water pressure to dispose of most of the sand, grit and even rocks that accumulate over a period of time.

The annual schedule should be planned to avoid the Summer Monsoon storms between mid-June through mid-September.

Bidding contractors must be capable of, and experienced with, window cleaning of facilities with multiple buildings, multiple sites, and multiple floors (stories) with a combined total of over 1 million square feet.

SERVICE ADDITIONS AND SUBTRACTIONS

The College is a continuous improvement institution and as such, changes to its facilities occur frequently.

If windows are added to any existing structure or a new structure is erected with windows, the College may submit a written request to the Contractor for additional window cleaning prices. Methodology for pricing should follow that which was submitted with the original bid submission. The College may, at its discretion, amend the existing contract to include such pricing and approve the Contractor to perform additional services. If the Contractor is unable to perform additional services, the College may utilize alternative sources to fill the need.

If a significant portion of windows are eliminated from any College facility, reducing the need for cleaning services, whether temporary or permanent, the College may request in writing the Contractor adjust pricing accordingly using the pricing methodology originally submitted. The College will provide at least 30 days' notice to the Contractor for such requests, and within 15 days thereof the Contractor must respond with reasonably reduced pricing for declared facilities to be approved by the College. The College may then, at its discretion, amend the contract to reflect the reductions.

The College may also request additional window cleaning beyond the annual schedule for unforeseen needs such as special events, construction cleanup, graffiti, and weather-related incidents.

Occasional and additional services may be required of which the cost that the vendor stated in the cost sheet attachment B will be used for such occasional additional services.

Attachment B

Cost Proposal

IFB B24/10069L - WINDOW CLEANING SERVICE PRICE SHEET ATTACHMENT A LIBRARIES AT ALL CAMPUSES REQUIRE INSIDE AND OUTSIDE				
Locations	Price for Outside only	Price for inside & outside	Libraries	Total Cost*
Aviation – 7211 S Park Ave				
97,379 Gross Sqft 2 story buildings/hangar)			Not Applicable	\$0.00
Desert Vista - 5901 S Calle Santa Cruz				
153,410 Gross Sqft (1 and 2 story bldgs)		Not Applicable		\$0.00
District Office – 4905 E Broadway Blvd				
99,643 Gross Sqft (2 story)		Not Applicable	Not Applicable	\$0.00
Downtown Campus - 1255 N Stone Ave				
429,724 Gross Sqft (1 to 3 story bldgs.)		Not Applicable		\$0.00
Downtown Campus (Advance Manufacturing)- 1255 N Stone Ave				
(1 to 3 story bldgs.)	Not Applicable		Not Applicable	\$0.00
Downtown Campus (Transportation)- 1255 N Stone Ave				
(1 to 3 story bldgs.)	Not Applicable		Not Applicable	\$0.00
East Campus – 8181 E Irvington				
165,363 Gross Sqft (Single story)		Not Applicable		\$0.00
West Campus – 2202 W Anklam Rd				
597,354 542,403 Gross Sqft (1 to 4 story bldg)		Not Applicable		\$0.00
Maintenance & Security/Truck Driving - 6680 S Country Club Rd				
597,354 Gross Sqft (Single story)		Not Applicable	Not Applicable	\$0.00
Northwest Campus – 7600 N Shannon Rd				
185,713 Gross Sqft (1, 2, and multi-level)		Not Applicable		\$0.00
29th St Coalition Center - 4355 E. Calle Aurora.				
51,611 Gross Sqft (Single story)		Not Applicable	Not Applicable	\$0.00
Sub-Total				\$0.00
Tax (If applicable)				
GRAND TOTAL				\$0.00
LIBRARIES AT ALL CAMPUSES REQUIRE INSIDE AND OUTSIDE				

Notes:

*Total cost for One Cleaning Annually

Inside refers to common areas and libraries only

Gross Square Feet is the entire campus (includes unusable areas, corridors, closets, mechanical and electrical rooms, etc.)

You must reply on this price page with the price model listed

Firm Name: _____

Address: _____

Phone: _____

Email Address: _____

Authorized Signature: _____

Print Name for Above: _____

Title: _____

Attachment C

GENERAL TERMS AND CONDITIONS

1. **Contractor's Performance of Services.** Contractor shall provide all tools, equipment, and supplies Contractor determines to be necessary to perform the Services.
2. **Supervision.** Contractor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by College.
3. **Government Fees; Licenses.** Contractor shall be solely responsible for complying with all laws and regulations regarding taxes, permits, and fees as they may apply to any matter under this Agreement. Contractor shall, at its own cost, obtain and maintain in full force and effect during the entire Term all business registrations or licenses required to perform the Services. Upon request by College, Contractor shall demonstrate that it is duly licensed by whatever regulatory body may so require during the performance of the Agreement.
4. **Work to Be Performed by Others.** College reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.
5. **Warranties.**
 - 5.1. Contractor warrants that the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.
 - 5.2. Contractor further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Contractor under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.
 - 5.3. To the extent, Contractor warrants that the Services, Deliverables, all electronic and information technology to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and maintain Web Content Accessibility Standards 2.0 at Level AA.
6. **Scope of Relationship.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Contractor, "**Contractor Parties**"), shall be deemed employees, agents, partners, or joint venturers of College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
7. **Intellectual Property.**
 - 7.1. **College's Intellectual Property** All intellectual property that Contractor may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including College, pursuant to or in connection with the Services, including all intermediate and partial versions ("**Contract IP**"), will be owned by College, and where applicable, all copyrightable Contract IP will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for College (or if ownership of all rights therein do not otherwise vest exclusively in College), Contractor hereby irrevocably assigns, without further consideration, to College, all rights, title, and interest to all Contract IP. For purposes of this Agreement, "**Intellectual Property**" or "**IP**" means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.
 - 7.2. **Contractor's Intellectual Property.** Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs College in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to College a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or

otherwise provided to College in the performance of the Services.

- 7.3. College Data** As between the parties, College will own, or retain all of its rights in, all data and information that College provides to Contractor, as well as all data managed by Contractor on behalf of College, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through College's or Contractor's use of the Services (collectively, "**College Data**"). The College Data also includes all data and information provided directly to Contractor by College students and employees, and includes personal data, metadata, and user content. The College Data will be College's Intellectual Property and Contractor shall treat it as College's confidential and proprietary information. Contractor will not use, access, disclose, or license or provide to third parties any College Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Contractor's obligations to College under this Agreement; or (ii) as authorized in writing by College. Contractor may not use any College Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without College's prior written consent. Upon request by College, Contractor shall deliver, destroy, and/or make available to College any or all of College Data.
- 8. Confidentiality**
- 8.1.** If, during the Term, either party is provided with access to or otherwise is exposed to confidential and proprietary information relating to the other party's business practices, strategies, and technologies, as well as the other party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, including educational records covered by Section 9, and College Data, covered by Section 7.3 of this Agreement (collectively, "**Confidential Information**"), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party's prior written consent.
- 8.2.** Notwithstanding the preceding paragraph, neither party will have obligation to maintain as confidential the other party's Confidential Information that the party can show: (i) was already lawfully in the possession of or known by the party before receipt; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement; (iii) is lawfully received by the party from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the other party sufficient to allow that party to contest such order; or (v) is approved in writing by the party for release or other use.
- 8.3.** Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party's possession or under the party's control, and shall either (i) promptly return such Confidential Information to the other party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.
- 9. Educational Records; FERPA.** College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Contractor pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.
- 10. Public Records.** The parties acknowledge that College is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by College requesting records described as confidential, which College determines must be disclosed, College shall notify Contractor party prior to disclosure.
- 11. Privacy and Security.**
- 11.1.** If Contractor, or its agents, or any tier of Contractor's subcontractors in the performance of this Agreement hosts or maintains College's Confidential Information on its technology, Contractor warrants that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.
- 11.2.** At all times during the Term, Contractor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and

- regulations, as long as they meet or exceed College's information security and privacy policies and procedures. Upon request, Contractor shall provide College with copies of those policies and plans.
- 11.3.** Contractor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to College. Upon request, Contractor shall provide College with copies of those policies.
- 11.4.** In the event Contractor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College may be required to perform a risk assessment and/or provide a notification under applicable law, Contractor shall immediately, and in no event later than twenty four (24) hours, notify the College's Chief Privacy Officer and the Office of General Counsel. Any such notice shall provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor shall keep the Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available.
- 11.5.** In the event of a breach, Contractor shall mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Agreement by Contractor or its subcontractor. Furthermore, in an event of a breach involving College's Confidential Information, Contractor shall obtain a mutually agreed upon vendor to provide at no cost to College forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis.
- 12. Indemnification.** Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law, College, its officers, agents, and employees ("**Indemnitees**") from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor or Contractor Parties in connection with or incident to the performance of this Agreement. Such indemnification shall specifically include (i) infringement claims made against any and all intellectual property supplied by Contractor and third-party infringement under the Agreement; and (ii) claims related to the disclosure of College's Confidential Information.
- 13. Use of Names; Trademarks.** Neither party shall use the other party's trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature ("**Marks**"), or the names of the party's employees in any publicity or advertising material without prior written approval by the other party. Contractor's use of any College's Marks, if and when authorized, shall comply with the College's design and drawing specifications.
- 14. Use of College Property.** While on College property, Contractor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment), all of which can be found [here](#). Contractor's personnel, agents, and subcontractors shall comply with all reasonable requests of College communicated to Contractor regarding personal and professional conduct and shall otherwise conduct themselves in a businesslike manner.
- 15. Compliance Generally.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
- 16. Equal Opportunity; Non-Discrimination.** The parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.
- 17. Misuse of Public Funds.** Contractor warrants that, with respect to any Federal, State, or local government funds: (i) Contractor has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Contractor or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds. A breach of the foregoing warranty shall be deemed a material

breach of this Agreement. In addition to the legal rights and remedies available to College under the Agreement and law, in the event of such a breach, College shall have the right to terminate this Agreement.

18. **Federally Funded Agreement.** If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions of Attachment E.
19. **Non-Assignment.** This Agreement is personal to Contractor. Contractor shall not assign any of the Contractor's rights or delegate any of the Contractor's obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Contractor shall be void and ineffective.
20. **Referencing of Orders.** For each order issued against this Agreement, College intends in good faith to reference the IFB used in procuring the Contractor's services for pricing, terms and conditions, delivery location, and other particulars. However, in the event College fails to do so, College's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to College.
21. **Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Contractor. College will not approve unsupported price increases that will merely increase the gross profitability of Contractor at the expense of College. Price change requests shall be a factor in the Agreement extension review process. College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of College.
22. **Right to Offset.** College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.
23. **Stop Work Order.** College may at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by the Agreement ("**Stop Work Order**") for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, Contractor shall resume work. College shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.
24. **Gratuities.** College may, by written notice to Contractor, cancel this Agreement if it is discovered by College that gratuities, in the form of entertainment, gifts or other were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of College with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by College pursuant to this provision, College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.
25. **Insolvency.** College shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.
26. **Cancellation for Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, College may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of College becomes an employee or agent in any capacity of any other party or a Contractor to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.

- 27. Non-Appropriation.** Contractor acknowledges that College is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for College. College shall notify Contractor party in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of the fiscal year. This provision shall not be construed so as to permit College to terminate the Agreement in order to acquire similar goods or services from another party.
- 28. Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, that party is unable to prevent.
- 29. No Waiver of Right by College.** No waiver by College of any breach of the provisions of this Agreement by Contractor shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.
- 30. Dispute Resolution; Arbitration.** In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.
- 31. Severability.** If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.
- 32. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona.
- 33. Drug Free Workplace –** The Consultant agrees that in the performance of the Agreement, neither the Consultant nor any employee of the Consultant shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered in the Agreement. The College reserves the right to request a copy of the Consultant Drug Free Workplace Policy. The Consultant further agrees to insert a provision similar to this statement in all subcontracts for services required.
- 34. Prior Course of Dealings –** No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of this Agreement resulting from this IFB, nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting agreement.
- 35. Right to Offset –** The College shall be entitled to offset against any sums due the Consultant, any expenses or costs incurred by the College, or damages assessed by the College concerning the Consultant's non-conforming performance or failure to perform the Agreement, or any other debt owing the College.
- 36. Cooperative:** The College is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative agreement. Under this Cooperative Purchasing Agreement, and with the concurrence of the successful Proposer, other members of this organization may access any subsequent agreement/contract resulting from this solicitation. If the Proposer does not want to grant such access, it must be stated in their Bid. In the absence of a statement to the contrary, the college will assume that access is granted by the Proposer to any subsequent agreement/contract.
- 37. Stop Work Order –** The College may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by the Agreement for a period of up to ninety (90) days after the order is delivered to the Consultant, and for any further period to which the parties may agree. The order shall be specifically identified as the Stop Work Order issued under this provision. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Consultant shall resume work. The College shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

- 39. Suspension or Debarment** – The College may by written notice to the Consultant immediately terminate the Agreement if the College determines that the Consultant has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor or Contractor of any public procurement unit or other governmental body.

ATTACHMENT D INSURANCE REQUIREMENTS

PIMA COUNTY COMMUNITY COLLEGE DISTRICT LICENSES, INDEMNIFICATION AND INSURANCE REQUIREMENTS SERVICE AND MAINTENANCE CONTRACTS

LICENSES: The contractor must demonstrate that they are duly licensed by whatever state, county or local regulatory body may so require.

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

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

INSURANCE: Contractor shall furnish certificates of insurance, prior to the commencement of the contract, naming Pima County Community College District as additional insured, (A & B only) the following insurance:

- A. Commercial General Liability. Minimum of \$1,000,000 Combined Single Limit (CSL) each occurrence.
- B. Commercial Automobile Liability. Minimum of \$1,000,000 Combined Single Limit (CSL) each occurrence.
- C. Workers Compensation. Statutory Requirement
Employers Liability. \$1,000,000 Minimum.
- D. Cyber Liability. Minimum of \$5,000,000. (If applicable)

- E. Professional Liability. (Errors and Omissions Liability) Minimum of \$1,000,000 each occurrence.

Note: The certificate provided shall clearly establish that the coverage provided is primary and that any insurance carried by the District is excess.

These coverages and limits are to be considered minimum requirements under this contract and shall in no way limit the liability or obligations of the Contractor under this contract. This insurance requirement shall provide for notification to the District Procurement Department thirty (30) days prior to termination or restrictive amendment.

Attachment E
Required Submittal Forms
Certification Form

In response to **RFP No. B24/10069L Title: Window Cleaning Service** this proposal is submitted

by: _____,
 (Company Name)

- a corporation organized and existing under the laws of the State of _____,
 a partnership, registered in the State of _____, and consisting of

_____;
 an individual trading as _____,

located at _____
 (address)

Federal Tax Id No. _____

The undersigned, as a duly authorized officer, hereby agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal will remain in effect for a period of ninety (90) calendar days as of the Due Date for proposals to the RFP.

The undersigned understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

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

Addendum No.	Date:		Addendum No.	Date:

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

The undersigned further certifies that your firm (check the appropriate areas):

- women-owned business; minority-owned business; labor surplus area firm
- does **or** does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please "CHECK" one of the following:
- small business; veteran-owned small business; service-disabled veteran-owned small business;
- HUB Zone small business; small disadvantaged business; or women-owned small business.

The undersigned further certifies that as a duly authorized officer, he or she is authorized to negotiate in good faith on behalf of this firm for purposes of this RFP.

Authorized Signature/Date

Print Name

Title

Email address

Phone #

Exceptions Requested Form/Vendor Order Form

Company Name _____

Any exceptions to the requirements of this RFP, including the Contract and Scope of Work, that the Offer requests the College to consider must be addressed on this form.

Each Exception or Alternate should be addressed separately with specific reference to the requirement, specification including the page number, paragraph, and sentence and section number. For each exception, the Offeror will provide all the following information: (i) Name of the Document/Attachment; (ii) Agreement Page Number and Section Number; (iii) Exception; (iv) Justification for Exception. Blank, unjustified, or unsupported requests will be disregarded.

Any exceptions requested from the College' Sample Agreement must be provided, using this Exception Form. If there are **NO** proposed alternates or exceptions, a statement to that effect must be provided.

_____(initial) Contractor certifies this proposal has taken **NO** exceptions and does not propose alternates.

Exceptions/Alternates are noted in the space below or are included as an Attachment to this section.

Order Form: (initial only one)

_____(initial) The firm utilizes an Order Form, Sales Form or similar document for placement of orders and has included a sample attached herein for College's review and approval for subsequent use during the agreement's term. The Order Form does not contain provisions contradicting or conflicting with the Pima Community College Contract.

_____(initial) Order Form, Sales Form or similar document is not applicable.

Authorized Signature/Date _____

Print Name _____ **Title** _____

Confidential and/or Proprietary Declaration Form

Company Name _____

In the event the Offeror elects to include in its proposal any information deemed "proprietary" or "protected," it will package such information separately from the balance of the proposal and clearly mark as to any proprietary claim. Indicate in the space below specific reference to the requirement, specification including the page number, paragraph, and sentence and section number that which is deemed confidential or proprietary by the Respondent.

The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity subject to Arizona public records law, cannot and does not warrant that proprietary information will not be disclosed.

The College will have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the Offeror.

If the proposal contains **NO** confidential/proprietary information, a statement to that effect must be provided.

_____(initial) Contractor certifies this proposal contains **NO** confidential and/or proprietary information.

Confidential/Proprietary Information. Contractor as indicated in the space below certifies the following pages, sections, paragraphs contain confidential and/or proprietary information. **If additional space is required, provide information on a separate page and submit as an attachment to this form.**

Authorized Signature/Date _____

Print Name _____ **Title** _____

**Required Submittal Form Mandatory
Certifications Form****Company Name** _____**A. Conflict of Interest Certification** *(initial only one)*The undersigned certifies that to the best of his/her knowledge: *(initial only one)*_____*(initial)* The Offeror certifies that to the best of his/her knowledge there is no officer or employee of College who has, or whose relative has, a substantial interest in any contract resulting from this Request for Proposal._____*(initial)* The names of all public officers or employees of College who have, or whose relative has, a substantial interest in any contract resulting from this RFP, and the nature of the substantial interest, are included as an attachment to this certification form.**B. Boycott of Israel Certification**

As required by the Arizona Revised Statutes § 35-393.01, College is prohibited from awarding a contract to any contractor for delivery of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

A breach of the foregoing warranty will be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College will have the right to terminate the resulting agreement with the Offeror.

_____*(initial)* Accordingly, the Offeror certifies that: it is not currently engaged in boycott of Israel, and will not for the duration of the resulting contract with College under this RFP engage in a boycott of Israel.**C. Worker Eligibility Verification**

As required by the Arizona Revised Statutes § 41-4401, College is prohibited from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with A.R.S. § 23-214 governing the employee verification requirement through the federal e-verify program.

_____*(initial)* Accordingly, by initialing certifies that Offeror (1) complies fully with all applicable federal immigration laws and regulations that relate to its employees; that it will, as applicable or required under A.R.S § 23-214, verify, through the e-Verify program as jointly administered by the U.S. Department of Homeland Security and Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on the resulting agreement with College; and (2) that it will, as applicable or required under A.R.S § 23-214, require its subcontractor and subrecipients to provide the same warranties to the Offeror.

A breach of the foregoing warranty will be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College will have the right to terminate the resulting agreement with the Offeror. Upon request, the College will have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

D. Forced Labor Certification

As required by the Arizona Revised Statutes § 35-394, College is prohibited from awarding a contract to any Contractor for delivery of services, supplies, information technology or construction unless the contract includes a written certification that the Contractor does not currently use Forced Labor and agrees for the duration of the contract to not use, forced labor, of ethnic Uyghurs in the People's Republic of China.

_____*(initial)* A breach of the forgoing warranty certification will be deemed a material breach of the resulting contract. In addition to the legal rights and remedies available to College under the law. In the event of such breach, College will have the right to terminate the resulting agreement with the Offeror. Accordingly, the offeror by initialing certifies that the offeror will comply with the requirements stated in section (B.) Boycott of Israel Certification and section (D.) Forced Labor Certification for the duration any resulting contract with the College under this RFP.**E. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its principals or Owners**

e.1 (check one) have () or have not () within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

e.2 (check one) **are () or are not ()** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (e.1) of this provision.

"Principals" for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

The certifications of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to College, the College may terminate the contract resulting from this solicitation for default.

Authorized Signature/Date _____**Print Name** _____**Title** _____

Appendix Form

Company Name _____

In each space provided below, provide a detailed answer or indicate Not Applicable (N/A). If additional space is needed, answers may be provided on a separate document and be attached to this form.

a. Litigation: Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five (5) years related to the performance of services provided by your firm.

b. Debarred, Suspended/Canceled: If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this section.

c. Prior Use: If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.

d. Cooperative: If the firm intends to use any cooperative, for the purposes of this proposal, the firm must submit a copy of the Cooperative Contract.

e. Subcontract, third party agreement, or the like to perform under their proposal: the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. **The services provided under the Scope of Work proposed, in part or in whole, shall not be subcontracted without prior written permission of the College.**

Authorized Signature/Date _____

Print Name _____

Title _____

**Attachment F
Location Photographs**

1. Aviation Technology Center Pictures

https://drive.google.com/file/d/1kVhJx8x6GI8628-URWIEe3Audg_28wl-/view?usp=sharing

2. Desert Vista Campus Pictures

<https://drive.google.com/file/d/1kWwUxISslynaPQayqjdLoJckxID93iJO/view?usp=sharing>

3. Downtown Campus Pictures

<https://drive.google.com/file/d/1kY5Bq4w-DhE6dMV0XSTJ-GqRyeYEK25K/view?usp=sharing>

4. Northwest Campus Pictures

https://drive.google.com/file/d/1kb2GtRm_RaOm8KuHqINerOq1cRA6iaRm/view?usp=sharing