Montana Fish, Wildlife & Parks

STATE OF MONTANA
Fish, Wildlife & Parks
Invitation for Bid
(This is not an order)

IFB Number: 150006	**IFB Title:** Region 1 – Kalispell FWP Headquarters Janitorial Services
IFB Due Date and Time: May 27, 2014 2:00 p.m., Mountain Standard Time	**Number of Pages: 24**

ISSUING AGENCY INFORMATION

Procurement Officer: Kari Shinn	**Issue Date:** 04/29/2014
Fish Wildlife and Parks Purchasing Unit 930 Custer Ave (Delivery) PO Box 200701 (Mailed) Helena, MT 59620-0701	Phone: (406) 495-3249 Fax: (406) 495-3253 TTY Users, Dial 711 Website: http://www.fwp.mt.gov

INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE AND COST PROPOSAL WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."	**Mark Face of Envelope/Package:** IFB Number: 150006 IFB Due Date: 5/27/2014
	Special Instructions: Mandatory walk-through scheduled for Friday, May 9, 2014, 10:00 A.M.

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days	**Delivery Date:**
Bidder Name/Address:	**Authorized Bidder Signatory:** (Please print name and sign in ink)
Bidder Phone Number:	**Bidder FAX Number:**
Bidder E-mail Address:	**Bidder Federal ID:**

Debarment: The contractor certifies, by signing this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

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Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without Fish, Wildlife & Parks prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

DEBARMENT: Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If Contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by Montana Fish, Wildlife & Parks prior to the time

set for receipt. Bids or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5 day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation need not be performed because of the condition.

HOLD HARMLESS/INDEMNIFICATION: Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see http://gsd.mt.gov/ProcurementServices/preferences.mcpx.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain

the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://sos.mt.gov.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.)

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to Contractor, terminate the contract in whole or in part at any time Contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: Contractor warrants that the products offered conform to the specifications requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect. Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the State specifies otherwise. Exceptions will be rejected.

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The STATE OF MONTANA, Fish, Wildlife & Parks (hereinafter referred to as "the State") is seeking a contractor to provide professional janitorial services at the FWP Headquarters located at 490 North Meridian Road, Kalispell MT 59901. A more complete description of the services sought for this project is provided in the following Scope of Work.

1.1 CONTRACT TERM

The contract term is for a period of six (6) years beginning July 1, 2014 and ending June 30, 2015. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of six (6) years, at the option of the State.

1.2 INSTRUCTIONS TO BIDDERS

1.2.1 Procurement Officer Contact Information. Contact information for the Montana Fish, Wildlife & Parks Contracting Officer is as follows:

Procurement Officer: Kari Shinn
Address: 930 Custer Avenue West, Helena, MT
Telephone Number: 406-495-3249
Fax Number: 406-495-3253
E-mail Address: kshinn@mt.gov

1.2.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the procurement officer in writing. The bidder making such request will be solely responsible for its timely receipt by the procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation.

1.2.3 Interpretation or Representations. The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.2.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.2.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.2.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

1.3 BID SUBMISSION

1.3.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **IFB# 150006**. **It is the bidder's sole responsibility to ensure their bid is received at the Montana Fish, Wildlife & Parks, Purchasing, 930 Custer Avenue West, Helena prior to 2:00 p.m., local time, May 27, 2014. This includes any bids submitted using priority mailing**. All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

1.3.2 Late Bids. ***Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.3.3 Bidder's Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

1.3.4 Alternate Bids. Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

1.3.5 Descriptive Literature. Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications must be submitted with each bid. The State reserves the right to examine products further to determine compliance with the stated specifications.

1.4 CHANGE OR WITHDRAWAL OF BIDS

1.4.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the procurement officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

1.4.2 Change AFTER Bid Opening But Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

1.5 BID AWARDS

1.5.1 Basis for Award. Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the State in accordance with the specifications set forth in the invitation for bid.

1.5.2 Rejection of Bids. While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

SECTION 2: SPECIAL TERMS AND CONDITIONS

2.0 PURCHASING CARD

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

2.1 CONTRACT TERMINATION

2.1.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

2.1.2 Termination for Convenience. The State may, by written notice to the Contractor, terminate this contract without cause. The State must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

2.1.3 Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

SECTION 3: SPECIFICATIONS AND COST PROPOSAL

3.0 PRICES

3.0.1 Taxes, Shipping, and Invoicing. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified State location(s).

3.0.2 Fixed Price Contract. All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

3.1 ALL-OR-NONE AWARD

Awards will be made on an all-or-none basis. Failure of a bidder to provide prices for all line items listed on the Schedule may be cause for rejection of the entire bid.

3.2 SCOPE OF WORK

SCOPE OF WORK

3.2.1 SCOPE

Furnish labor, equipment, cleaning materials and incidentals as required to perform janitorial services at the Fish, Wildlife & Parks (FWP) Headquarters in Kalispell, Montana.

3.2.2 CONTRACT TERM

Janitorial services to begin on July 1, 2014 and continue through June 30, 2015. These services shall commence after 5:00 p.m. unless otherwise stated in Section 7.0.

3.2.3 CONTRACT RENEWAL

Contractor and FWP agree that this contract may, upon mutual agreement, and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed six (6) years.

Contract renewals **may** allow for a price increase of zero to five percent (0 -5%), at FWP's discretion and dependent upon available funding. Contractor may be required to justify price increase requests. Price increase requests will be reviewed **only** at the time of contract renewal.

3.2.4 MANDATORY PRE-BID WALK THROUGH

Prospective bidders representative is **required** to attend an on-site walk through of the facility, in order to become fully aware of the requirements of the job. **The pre-bid walk through will be at 10:00 A.M. local time, Friday, May 9, 2014 at FWP Headquarters, 490 North Meridian Rd. Kalispell, MT 59901. Bids from vendors that do not attend the walk through will not be considered. Please call Kari Shinn at 406-495-3249 if you have any questions.**

3.2.5 SINGLE POINT OF CONTACT

From the date this Invitation for Bid (IFB) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Kari Shinn**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is on Page 1 under Issuing Agency Information.

3.3 BIDDING/CONTRACT REQUIREMENT

REQUIRED INSURANCE

General Requirements. Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **$300,000.00** per occurrence and **$600,000.00** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), OR combined single limits of $1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by Contractor.

Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by Montana Fish, Wildlife & Parks, P.O. Box 200701, Helena, MT 59620-0701. Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to Montana Fish, Wildlife & Parks, P.O. Box 200701, Helena, MT 59620-0701.

3.4 MONTANA PREVAILING WAGE REQUIREMENTS

3.4.1 Montana Resident Preference. The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in section 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to these statutes.

Unless superseded by federal law, each contractor shall ensure that at least 50% of a contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

3.5 REQUIREMENTS

Contractor will provide specific services that are outlined in detail in Section 7 of this contract according to the cleaning standards that are outlined in Section 4 of this contract. The Contractor will also provide supplies and equipment as outlined in Section 9 of this contract.

3.5.1 USE OF HAZARDOUS MATERIALS BY CONTRACTOR - Because the existence of hazardous substances and contaminants in the work environment and in products used in the performance of this contract pose a significant health hazard, the State of Montana requires that all activities performed under this contract be done in a manner to protect the health and safety of all persons and safeguard the environment.

The contractor, through cooperation with the State, is responsible to provide for the control and disposal of any and all hazardous substances and contaminants in a safe and environmentally sound manner, in compliance with all pertinent State and Federal laws.

The contractor will provide the State of Montana with its current safety plan. The plan should address proper clothing, storage, exposure, transportation, safety equipment, and approved methods for the management, handling and treatment of hazardous materials.

When necessary, the State may require the contractor to provide Miscellaneous Errors and Omissions coverage in addition to regularly required insurance.

3.5.2 The State reserves the right to require the custodial contractor to supply all custodians, with shirts with the contractor's name clearly identified. These shirts will be worn at all times while cleaning the FWP R1 Headquarters buildings and must be kept in a clean professional condition.

The State reserves the right to require that all custodians cleaning state owned facilities have a background investigation initiated or completed prior to employment. This investigation should include but is not limited to:

1. Fingerprint I.D. Check
2. Active past employer reference check.
3. Past residence history.

Files shall be maintained regarding these investigations. The State will conduct inspections of these background investigations to ensure compliance and appropriateness of hire.

3.5.3 The Contractor is responsible for instructing and training their personnel in proper work methods and procedures. The agency may require the contractor to submit a detailed training program addressing the following:

- New hire training
- Specific work site training
- Continuous follow-up training
- Safety plan training
- Customer service relations.

3.6 CLEANING STANDARDS

3.6.1 FLOOR SWEEPING AND VACUUMING - A satisfactory or acceptably swept floor will not have dust streaks, marks, dirt in corners, below radiators, behind doors, or under furniture and equipment. Furniture or other equipment moved during sweeping will be replaced. Wall bases, equipment doors, and furniture will not be disfigured by sweeping mop or broom. After sweeping, the room will appear orderly and well attended. Do not use oil-emulsion, an oil base, or a treated mop.

3.6.2 DAMP FLOOR MOPPING - Floors including stairways and landings will be mopped to remove dirt that remains on the floor surface that could not be removed by sweeping or dry cleaning. A satisfactory or acceptably damp mopped floor presents a clean appearance and is free from streaks, smears, dirt residue, heel and shoe marks, and water. Damp mopping is accomplished by the use of clean cotton mops, mild detergent solution and clean water. As new vinyl flooring has been installed in 2009 in both the lunchroom and the mailroom only sweeping and damp mopping with a mild detergent is needed to keep the new appearance of the flooring and baseboards. A floor is acceptably damp mopped when it does not have dust streaks, marks, dirt in corners, below radiators or tables, behind doors, or under furniture and equipment. Application of free water sufficient to stand on the floor or seep into flooring joints will not be acceptable.

3.6.3 FLOOR SCRUBBING - A floor that is satisfactory or acceptably scrubbed is without embedded dirt, cleaning solution, film, stains, marks, water and will be without residue, dirt or debris left in the joints, crevices or corners.

- Rest Room Floor Cleaning: Rest room floors (concrete or tile) will be swept and scrubbed at least once a day. The immediate areas around urinals, sinks and toilets will be well scrubbed with disinfectant. Floors will be primarily cleaned as required by the cleaning schedule using either manual or machine method of scrubbing to thoroughly and completely clean the area, removing all rubber heel or shoe marks, streaks, soiling and embedded dirt. The primary cleaning and rinsing will result in the thorough removal of soiling and embedded dirt without residue left in joints, crevices or corners.
- Rock Floors and Stairways: All acceptable floor care materials used on the rock flooring will be applied in strict accordance with the manufacturer's printed directions and recommendations. Should a conflict occur between manufacturer's printed instructions and other instructions, the manufacturer's instructions shall prevail. Product shall not discolor the tiles. Contractor to approve product with State prior to application.

3.6.4 FLOOR FINISH REMOVAL - Satisfactory or acceptable floor finish removal is accomplished when surfaces including wall cases have all finish removed, the surface has been rinsed with clear water, is clean, uniform in appearance and free of streaks, spots and standing water; no residue can be seen along floor edges near wall bases / baseboards, movable furniture, or equipment in corners.

3.6.5 FLOOR FINISH APPLICATION - A satisfactory or acceptable floor finish has a thin, even coating. Floor will be clean and bright in corners and under furniture as well as in other areas. No floor

finish will be applied or allowed to remain on wall bases / baseboards. Heavy traffic areas (entrance, lobbies, corridors, etc.) and those floor areas subject to excessive wear will receive a light coat application and be buffed to a uniform sheen following each damp mopping.

In order for the buffing to be satisfactory or acceptable, all areas will be buffed sufficiently for maximum gloss and uniform sheen leaving no soil, heavy marks, streaks, brush marks, or scratches. A minimum of two (2) coats of finish shall be required.

3.6.6 DUSTING - A satisfactory or acceptably dusted surface is free of all dust, dust streaks, lint, cobwebs, dirt, oily streaks or stains from contact with oily dusters. The dust must be removed completely, not scattered around.

- Typewriters and other business machines, electronic cabinets, consoles, plotting boards, and equipment of a similar nature will not be dusted. Low and high dusting shall include but not be limited horizontal and vertical cleaning of files, cabinets, fixtures, office partitions and similar equipment, windows, doors, overhead pipe, exposed ducts, ceilings, baseboards and walls shall be included, but shall not limit the areas cleaned.
- Dusting of heating and air conditioning equipment shall include exterior portions of the unit heaters air conditioners and air conditioning grills.

3.6.7 PLUMBING AND REST ROOM FIXTURES AND DRINKING FOUNTAINS
Acceptably cleaned toilets, room fixtures, and rooms have no objectionable odors. Wash bowls, sinks, drinking fountains, showers, faucets, toilet bowls and urinals will be clean, bright, without soap films, scratches, corrosion and incrustation; edges crevices, traps, holes and rims will be clean. Dispensers will be filled and in working condition. There will be no markings on walls, cabinets, tops, hardware and fixtures. Floor, wainscoting and partitions will be clean and bright. All metal fixtures and other hardware and adjacent surfaces will be clean and bright. Do not use acids, strong alkaline or metal cleaning utensils on any porcelain surfaces. Care shall be taken to prevent entrance of cleaning solution or water between fixture and the wall during cleaning. Disinfectants will be used on toilet bowls, floors, partitions and other fixtures. Solid crystal deodorant may be required.

3.6.8 SURFACE CLEANING - Glass is acceptably or satisfactorily cleaned when the glass surface is without spots, streaks, film, water deposits or stains and has a uniformly bright appearance with all adjacent surfaces wiped clean and dry.

All glass including mirrors, glass cabinets, display cases, desktops, glass entrances, partition plastics shall be cleaned.

Metal is satisfactorily or acceptably cleaned when all surfaces are without deposits or tarnish and have a uniformly bright appearance with all adjacent surfaces wiped free of cleanser, scum, film and streaks.

A surface adequately and acceptably spot cleaned has been substantially cleaned of recent dirty hand prints, coffee stains, spills, or other recent soiling, streaks, and film, walls wainscoting, carpets, doors and trim shall be included, but shall not limit the areas cleaned.

3.6.9 WASTE RECEPTACLES - Waste receptacles consist of ashtrays / butt cans, waste paper baskets, refuse containers, and shredders. All containers shall be emptied from the building and deposited in the collection facilities provided. All waste receptacles will be free from deposits, dirt, streaks and odors. Liners are required in all waste receptacles and shall be changed as often as necessary in order to maintain a clean and sanitary condition.

3.6.10 WINDOW BLINDS - An acceptably clean blind will be free of dust deposits and film. Paint coatings will not be damaged.

3.6.11 LIGHT FIXTURES - All exposed light fixtures and accessible components including, but not limited to shades, louvers, diffusers, housings, skylights, bulbs and tubes will be free from dust, dirt and bugs and wiped clean with a treated cloth. Light covers will be washed and wiped dry.

3.6.12 ENTRYWAY MATS - Soil and dirt removing mats at all building entrances will be cleaned free of dirt, dust, and other soiling materials. Dirt and dust deposits under the mats will be completely removed and mats to be carefully replaced.

3.6.13 STAINLESS STEEL AND CHROME - All stainless steel / chrome fixtures will be cleaned as necessary to provide a uniformly bright, clean, unmarred and untarnished surface free from cleaning marks, residue and finger prints.

3.6.14 WALL WASHING, REST ROOM AND SHOWER STALLS - Rest room, shower ceramic and hard finish wall washing, shall be acceptable if bright and clean, including joints in tile, and must be free of film, streaks, deposits and soiling.

3.6.15 CARPET CARE - All carpets will be vacuumed with a commercial upright vacuum, beater type with power head and all cornering and edging will be done with the proper edging tool; bags will be changed often enough to assure thorough cleaning. Vacuum cleaning of rugs or carpets is acceptable and satisfactory when the entire surface, including corners, edges, below radiators, behind doors and under furniture, is free of dirt, dust, stains, spots or other deposits. The cleaning equipment will not disfigure wall bases, equipment, doors and furniture. Furniture or other equipment moved during the vacuuming will be replaced and the room will appear orderly and well attended.

Cleaning is acceptable and satisfactory when the carpet is free of dirt, dust, stains, or other deposits. Spot cleaning will be accomplished by dry cleaning, steam extraction or other method that does not cause damage to the carpet or rugs. Care must be taken to protect areas with communication and electrical channels beneath the carpet; no moisture shall be allowed to seep into the channeled area. Carpets shall be vacuumed with a commercial vacuum machine with a power head after the spot cleaned carpeted area has dried.

Care should be taken to protect metal objects such as desks, bookcases, and equipment stands from rusting into or discoloring the carpet.

3.6.16 SUPPLIES AND EQUIPMENT - The contractor shall furnish all cleaning supplies / equipment, trash liners and soil removing mats at entryways required for accomplishment of all work as specified.

Contractor furnished equipment shall be the size and type best suited for accomplishing the various phases of work. It shall be suitable for operation from existing sources of the State furnished electrical power and shall have a low noise level of operation. Equipment considered by the State to be improper or dangerous to State owned buildings and/or furnishing will be removed and replaced by the contractor with satisfactory equipment.

Floor and wall maintenance equipment used in custodial services will receive proper care and maintenance thereby maintaining its full operating condition, be properly supplied with brushes, pads and burnishers suitable for the required task, and not mar or damage State owned buildings and/or equipment. All electrical equipment will be equipped with approved operable safety devices and not present a safety problem to the contractor's employees, State employees, buildings and/or furnishings.

3.6.17 EQUIPMENT AND SUPPLY STORAGE / JANITOR'S CLOSETS - Janitorial closets may be made available to the contractor without cost for storage of equipment and materials, at the discretion of the State. The contractor will be responsible for the safety, orderliness and cleanliness of the storage area. The State will not be responsible in any way for the contractor's supplies, materials, equipment or personal belongings that may be damaged or lost by fire, theft, or accident. The storage space will be provided with doors and locks whenever possible. Equipment and supplies shall only be kept in areas reserved for such equipment and supplies.

3.6.18 DAMAGES TO FINISHES AND APPURTENANCES - Building finishes or appurtenances soiled or damaged due to the contractor's operations must be cleaned, repaired, replaced, or restored to a condition not less than that existing immediately prior to the damage and without cost to the State. Misuse or abuse of State property will be reason for action under the terms of the contract. Chairs or

other furniture will not be abused. Caster furniture will not be used as carts for transporting trashcans, etc.

3.6.19 CLEAN-UP - All contractor supplies, equipment, and machines must be kept out of traffic lanes or other areas where they might be hazardous or unsightly and will be removed at the end of each work period or secured in lockers or other facilities provided for this purpose. Cloths, mops or brushes containing flammable materials must be disposed of or stored off the State's premises.

All dirt and debris resulting from work under this contract must be disposed of daily at the completion of work in the receptacles provided.

3.6.20 CLEANING TECHNIQUES - All Cleaning techniques detailed in the contract are intended to assure acceptable outcomes. The General Services Division may approve alternative cleaning techniques that provide equal outcomes.

3.7 INSPECTION AND SUPERVISION BY THE STATE - The State of Montana is determined to provide a clean, healthy and safe work environment for all state employees. Contractors will be required to adhere to the cleaning specifications in order to provide this service to all state employees. Prompt and courteous service to the state is required by the contractors to fulfill this obligation.

3.7.1 ENFORCEMENT - All services performed, materials and supplies furnished or utilized in the performance of services, and workmanship in the performance of services will be subject to inspection and test by the State to the extent practicable at all times and places, during the term of the contract. The State reserves the right to inspect a work area during any twenty-four (24) hour period.

3.7.2 The State shall retain the right to determine whether an adequate level of service and workmanship is being maintained.

3.7.3 Incomplete, defective and/or services not accomplished as scheduled will be reported to the contractor for appropriate action.

a. It shall be the responsibility of the contractor to check for any special "work requests" from the Agency Contract person prior to cleaning each day, and to verify completion of assigned work.

b. Inspection of the service area is the responsibility of the designated Agency contract person or designee. The State has the authority to point out to the contractor any deficiencies and require corrective measures in accordance with the contract terms.

3.7.4 CORRECTION OF DEFICIENCIES - If any services specified herein are not in conformity with the requirements of the contract, the State shall have the right to require the contractor to perform the services again in conformity with the requirements of the contract at no additional increase in total contract amount.

If the re-performed services are not corrected in conformity with the requirements of the contract, the State shall have the right to (1) require the contractor to immediately take all necessary steps to ensure future performance of the services in conformity with the requirement of the contract or (2) otherwise have the services performed in conformity with the contract requirements, and deduct any costs incurred by the State that is directly related to the performance of such services.

3.7.5 A written report of the deficiencies shall be filed and a copy given to the contractor for the contractor's record and response. Contractor's written and signed response will be made a part of the file.

Services found to be incomplete, defective, or not accomplished as scheduled will be reported to the contractor for immediate corrective action and will be started, corrected or re-accomplished within same day the complaints(s) are reported to the contractor. Services other than weekly services reported as incomplete, defective or not accomplished as scheduled will be reported to the contractor for immediate

corrective action by the contractor and will be acceptably completed, corrected or re-accomplished within the time schedule as determined by the State.

3.7.6 Repetitive nonconformity in any one area or consistent overall nonconformity to workmanship and standards may result in cancellation of the contract and/or other punitive action as deemed necessary by the State.

3.8 ADDITIONAL CONTRACT REQUIREMENTS

3.8.1 SAFETY - The Contractor is responsible for instructing employees in safety measures considered appropriate. Mops, brooms, or any equipment shall not be permitted in traffic lanes or other locations in such a manner as to create safety hazards by the contractor or his/her employees. The contractor will provide, place or remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing operations.

The contractor will provide the State of Montana with its current safety plan, when requested. The plan should address proper clothing, storage, exposure, transportation, safety equipment, and approved methods for the management, handling and treatment of hazardous materials.

3.8.2 The contractor shall instruct its employees to call the appropriate city/county emergency personnel, leave the premises, or call the State's contact, whichever is appropriate for unusual situations such as intruders, fire, leaking water, etc. The contractor shall supply his/her employees with current fire, police or sheriff department's emergency telephone numbers.

3.8.3 EMERGENCIES - The contractor may be requested to perform emergency services should the need arise. The State shall determine whether an emergency condition exists. The contractor shall supply all labor and materials required to perform the emergency cleaning services. All emergency charges will be negotiated with the contractor for labor and materials.

3.8.4 MODIFICATION - No claim for extra work done or materials furnished by the contractor other than stated herein, shall be allowed by the State unless it is ordered by the State in writing. Any additional work accomplished or materials furnished by the Contractor without a written order shall be at the contractor's risk, cost or expense. The contractor further agrees that unless a written order is received, he/she will make no claim for liability or compensation for work or materials so furnished. Increase or decrease in required services may be negotiated between the agency and the contractor.

3.8.5 EXCEPTIONS TO REGULAR SERVICE - Locked storage areas, locked offices, boiler rooms, and machine rooms do not require regular service.

3.8.6 ADJUSTMENTS WITHIN BUILDINGS - Contractor will be paid a flat monthly rate for occupied areas based upon square footage. The State reserves the right to increase or decrease the square footage area to be cleaned in buildings that are included in this contract and negotiate a mutually acceptable rate with the contractor.

3.8.7 Contractor must supply experienced janitorial supervisors. The supervisor will be responsible for instructing and training the contractor's personnel in proper and specified work methods and procedures. They will direct, schedule and coordinate all janitorial services and functions to completely accomplish the work as required by contract and as specified herein. The supervisors will provide continuous inspection and supervision of the work during the entire time staff is located within the building. This means that a supervisor must be in the building with the workers during the entire cleaning shift. The contractor or a competent representative will be available Monday through Friday of each week to receive information, instruction, or complaints regarding janitorial services.

3.8.8 PERFORMANCE MEETINGS - Contractors will be required to attend periodic meetings with the State and the building occupants to discuss contract performance. These meetings are mandatory and will be attended by the contractors' owner representative and whoever else deemed necessary.

3.8.9 BUILDING SECURITY -

a. The contractor will guarantee the security of the premises while performing the contractor's duties and while the premises is not occupied by an agent of the State.

b. Close and lock windows and doors and turn out lights when cleaning is completed in an area. Lights can be turned on only in areas actually being cleaned, other lights, except for exit and emergency lights, must be turned off to conserve energy.

c. The contractor will be responsible for securing the premises upon completion of the work. No door or window will remain unlocked. The Contractor will be responsible for all keys in its possession and will be responsible for any lost keys and costs involving the change of any locks.

d. Only employees of the contractor will be allowed in the buildings. No family members, friends or pets will be allowed access.

3.9 SPECIFIC CLEANING REQUIREMENTS

Total office space:	approximately 18,000 square feet
Carpeted area:	approximately 14,900 square feet
Linoleum / Vinyl flooring:	approximately 750 square feet
Bathrooms:	approximately 670 square feet
Stone (Rock) flooring:	approximately 500 square feet (tile flooring is in each)

Approximate building population: 50

3.9.1 WORK SCHEDULE

a. At the commencement of contract, the Department (State) and the Contractor will agree upon the normal work schedule / days of the week to perform the work. The State will reserve the right to make necessary scheduling changes if needed.

b. Work schedules are not subject to change without prior written approval of the Department.

c. No cleaning will take place in secured or locked areas.

d. The contractor will submit to the State a list of all employees working under this contract. This list is to include names and work schedules. The State shall receive a revised listing within five (5) calendar days of any changes.

e. The FWP liaison will be notified in advance of dates and time that monthly and "additional cleaning" requirements will take place and again when they have been completed so that an authorized Department representative can verify accomplishment of work.

f. Periodically, the liaison may request face-to-face meetings.

3.9.2 TWO DAYS PER WEEK

a. Empty all wastebaskets and shredders (except those used for recycling).

b. Dust and /or clean tops of desks, tables, furniture, countertops, cabinets, appliances, and the glass cases in the lobby.

c. Clean glass areas of all doors / entryways which consist of one Main entryway, one north public entryway, three back door vestibules, one lab entryway and one upstairs exterior entryway.

d. Clean 2 stainless steel drinking fountains.

e. Clean stainless steel sinks in the lunchroom, mailroom and public meeting room lab.

f. Vacuum carpeting throughout main HQ building (downstairs) with commercial vacuum.

g. Sweep and mop with mild detergent the lunchroom and mailroom vinyl flooring and rock tile main entryway and north entryway near public meeting room.

h. Vacuum entry mats at all locations.

i. Clean and sanitize all restrooms, including sinks, fixtures, toilets, urinals and floors. There are 4 bathrooms in HQ building and 2 bathrooms with showers in Lab Building. All surfaces including partitions, mirrors and wall tile should be clean and free of film & spots.

j. Replenish soap, paper towels and toilet tissue dispensers. Leave 1 "extra" roll of toilet paper in each restroom.

3.9.3 ONCE WEEKLY

a. Vacuum upstairs (as well as downstairs) with commercial vacuum.
b. Clean the stairs leading to the second floor of HQ building
c. Sweep and mop the floors in the lab and lab hallway and clean and sanitize the 2 showers.
d. Dust and clean all surfaces in the Lobby Interpretive Center of the main HQ building.
e. Clean the basin in the janitor's closet. Sweep and mop the floor, organize and tidy all supplies making sure that nothing is leaking. Spot clean the walls in the janitor's closet. The same applies to the small janitor's closet located at the end of the lab hallway.

3.9.4 ONCE MONTHLY

a. Spot clean all walls.
b. Spot clean carpeting as needed.
c. Dust light fixtures.
d. Dust and/or clean all vertical surfaces, blinds and windowsills, baseboards, picture frames, and woodwork.
e. Empty the butt cans located outside.

3.9.5 ADDITIONAL CLEANING TO BE INCLUDED IN BID

a. Stripping, floor finishing, buffing in the following locations and frequency:
   - HQ Building Restrooms - May and November
   - Rock Lobby Floor – water base finish - April, August and December
b. Linoleum floors in Lab, lab hallway and lab Restrooms - April, August and December

Face-to-face meetings may be requested by FWP from time to time or as needed.

3.9.6 Cleaning techniques detailed in the contract are intended to assure acceptable outcomes. Alternative cleaning techniques that provide equal outcomes may be approved by the State.

3.9.7 The State shall retain the right to determine whether an adequate level of service and workmanship is being maintained.

3.9.8 Incomplete, defective and/or services not accomplished as scheduled will be reported to the contractor for appropriate action.

a. It shall be the responsibility of the contractor to check for any special "work requests" from the agency contact person prior to cleaning each day, and to verify completion of assigned work.
b. Inspection of the service area is the responsibility of the designated agency contact person or designee. The State has the authority to point out to the contractor any deficiencies and require corrective measures in accordance with the contract terms.

4.0 CONDITIONS OF AWARD

The State reserves the right to use any information deemed necessary to establish the ability of any bidder to perform all conditions of the contract. The State may also reject a bid from a contractor who has been terminated for cause or elected to terminate a janitorial contract prior to the end of the contract period.

4.1 Award will be made to one (1) contractor whose low bid meets all terms, conditions, requirements, specifications and reference requirements of this Invitation for Bid. (IFB).

4.2 The bidder, being familiar with all terms, conditions, and specifications of this Invitation for Bid, (IFB), hereby agrees to supply labor, equipment, materials and incidentals as required to provide janitorial services for the State of Montana.

5.0 SUPPLIES AND EQUIPMENT

5.1 FWP Responsibilities:

a. FWP will supply all paper hand towels, toilet tissue, soap and dispensers for these products.

b. FWP will allocate space for the contractor to keep cleaning supplies and equipment. Contractor will keep this space clean and tidy at all times and never allow foul odors to emit.

5.2 Contractor Responsibilities:

a. Contractor will supply all cleaning supplies and equipment as well as trash liners and soil removing mats at all entryways. These items must meet approval by the contract liaison.

6.0 REFERENCE REQUIREMENTS

6.1 Vendor must provide a minimum of three (3) references with bid. References must include contact name, phone number and address for work performed within the past three (3) years. FWP reserves the right to eliminate a bid based on an unsatisfactory reference even if the bid is the lowest cost. FWP may also serve as their own reference contact.

7.0 COST PROPOSAL

Cost per month must include all labor, supplies and equipment to provide cleaning services throughout the contract year even though some items do not occur every week.

Cost per Month: **$**_____

Cost for exterior window cleaning $_____**per occurrence**
(This is only an option and not a guaranteed service in the contract. This service may be bid out each time as needed.)

IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
  Bid F.O.B. Destination (Ship To: Address) Freight Prepaid

Industrial and Institutional Cleaners (GS-37)

October 19, 2000
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1. **Scope**
   This standard establishes environmental requirements for industrial and institutional general-purpose, bathroom, and glass cleaners. For purposes of this standard, general-purpose, bathroom, and glass cleaners are defined as those cleaners intended for routine cleaning of offices, institutions, warehouses, and industrial facilities. The standard does not focus on the use of cleaners in households, food preparation operations, or medical facilities.

   Due to the large number of possible cleaning products, processes, soil types, and cleaning requirements, the compatibility of cleaners with surface materials is not specifically addressed in this standard. Product users should follow the manufacturers' instructions on compatibility.

   Each criterion states whether it applies to the undiluted product or to the product as used.

2. **Definitions:**

   Bathroom cleaners. This category includes products used to clean hard surfaces in a bathroom such as counters, walls, floors, fixtures, basins, tubs, and tile. It includes products that are required to be registered under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), such as disinfectants and sanitizers, but does not include products specifically intended to clean toilet bowls.

   Concentrate. This is a product that must be diluted by at least eight parts by volume water (1:8 dilution ratio) prior to its intended use.

   Dispensing-system concentrates. These are products that are designed to be used in dispensing systems that cannot be practically accessed by users.

   General-purpose cleaners. This category includes products used for routine cleaning of hard surfaces including impervious flooring such as concrete or tile. It does not include cleaners intended primarily for the removal of rust, mineral deposits, or odors. It does not include products intended primarily to strip, polish, or wax floors, and it does not include cleaners intended primarily for cleaning toilet bowls, dishes, laundry, glass, carpets, upholstery, wood, or polished surfaces. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.

   Glass cleaners. This category includes products used to clean windows, glass, and polished surfaces. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.

   Ingredient. Any constituent of a product that is intentionally added or known to be a contaminant that comprises at least 0.01% by weight of the product.

   Ozone-depleting compounds. An ozone-depleting compound is any compound with an ozone-depletion potential greater than 0.01 (CFC 11 = 1).

Product as used. This is the most concentrated form of the product that the manufacturer recommends for a product's intended use. For example, if a manufacturer recommends a product be diluted 1:64 or 2:64 for use as a general-purpose cleaner, the product shall meet the environmental and performance requirements at a dilution of 2:64.

Primary packaging. This packaging is the material physically containing and coming into contact with the product, not including the cap or lid of a bottle.

Recyclable package. This package can be diverted from the waste stream through available processes and programs, and can be collected, processed, and returned to use in the form of raw materials or products.

Undiluted product. This is the most concentrated form of the product produced by the manufacturer for transport outside its facility.

3. **Product-Specific Performance Requirements**

Each product *as used* when diluted with water from the cold tap at no more than 50 °F, shall clean common soils and surfaces in its category effectively, as measured by a standard test method. Green Seal recommends the following test methods:

General-purpose cleaners. The product shall remove at least 80% of the particulate soil in the American Society for Testing and Materials (ASTM) D4488-95, A5.

Bathroom cleaners. The product shall remove at least 75% of the soil in ASTM D5343 as measured by ASTM D5343.

Glass cleaners. The product shall achieve at least a rating of three in each of the following Chemical Specialties Manufacturers Association (CSMA) DCC 09 categories: soil removal, smearing, and streaking.

Using standard test methods, a manufacturer can also demonstrate that its product performs as well as a nationally recognized product in its category or achieves the removal efficiency defined in this section.

4. **Product-Specific Health and Environmental Requirements**

4.1 Toxic Compounds

The *undiluted* product shall not be toxic to humans. Dispensing-system concentrates shall be tested as used. A product is considered toxic if any of the following criteria apply:

Oral lethal dose 50 (LD50)	<2,000 mg/kg
Inhalation lethal concentration (LC50)	<20 mg/L *

* If the vapor-phase concentration of the product at room temperature is less than 20 mg/L, it should be tested at its saturation concentration. If it is not toxic at this concentration, it passes the inhalation criterion.

Toxicity shall be measured on the product as a whole. Alternatively, a mixture need not be tested if existing toxicity information demonstrates that each of the ingredients complies. Ingredients that are nonvolatile do not require inhalation toxicity testing, and ingredients that are not readily absorbed through the skin do not require dermal toxicity testing (Appendix A). It is assumed that the toxicity of the individual component compounds are weighted and summed and that there are not synergistic effects (Appendix A).

The toxicity testing procedures should meet the requirements put forth by the Organization for Economic Cooperation and Development (OECD) Guidelines for Testing of Chemicals. These protocols include Acute Oral Toxicity Test (TG 401), Acute Inhalation Toxicity Test (TG 403), and Acute Dermal Toxicity Test (TG 402).

4.2 Carcinogens and Reproductive Toxins

The *undiluted* product shall not contain any ingredients that are carcinogens or that are known to cause reproductive toxicity. Carcinogens are defined as those chemicals listed as known, probable, or possible human carcinogens by the International Agency for Research on Cancer (IARC), the National Toxicology Program (NTP), the U.S. Environmental Protection Agency, or the Occupational Health and Safety Administration. Chemicals known to cause reproductive toxicity are defined as those listed by the State of California under the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Code of Regulations, Title 22, Division 2, Subdivision 1, Chapter 3, Sections 1200, *et seq.*).

Naturally occurring elements and chlorinated organics, which may be present as a result of chlorination of the water supply, are not considered ingredients if the concentrations are below the applicable maximum contaminant levels in the National Primary Drinking Water Standards found in 40 Code of Federal Regulations (CFR) Part 141.

4.3 Skin and Eye Irritation

The *undiluted* product shall not be corrosive to the skin or eyes. Dispensing-system concentrates shall be tested as used. The undiluted cleaning product shall not be corrosive to the skin, as tested using the Human Skin Construct systems (Liebsch et al. 2000; Fentem et al. 1998). The undiluted cleaning product shall also not be corrosive to the eye as tested using the bovine opacity and permeability test (BCOP) (Sina et al. 1995) after a 10-minute exposure. Green Seal will also accept the results of other peer-reviewed or standard in vitro or in vivo test methods demonstrating that the product mixture is not corrosive.

4.4 Skin Sensitization

The *undiluted* product shall not be a skin sensitizer, as tested by the OECD Guidelines for Testing Chemicals, Section 406. Dispensing-system concentrates shall be tested as used. Green Seal shall also accept the results of other standard test methods, such as those described in Buehler (1994) or Magnusson and Kligman (1969), as proof that the product or its ingredients are not skin sensitizers.

4.5 Combustibility

The *undiluted* product shall not be combustible. The product or 99% by volume of the product ingredients shall have a flashpoint above 150 °F, as tested using either the Cleveland Open Cup Tester (ASTM D92-97) or a closed-cup method International Standards Organization (ISO) 13736 or ISO 2719. Alternatively, the product shall not sustain a flame when tested using ASTM D 4206.

4.6 Photochemical Smog, Tropospheric Ozone Production, and Indoor Air Quality

The product as used shall not contain substances that contribute significantly to the production of photochemical smog, tropospheric ozone, or poor indoor-air quality. The volatile organic content of the product as used shall not exceed the following:

- 1% by weight for general-purpose and bathroom cleaners
- 3% by weight for glass cleaners

The volatile organic content shall be determined by California Air Resources Board Method 310.

4.7 Toxicity to Aquatic Life

The product as used shall not be toxic to aquatic life. A compound is considered not toxic to aquatic life if it meets one or more of the following criteria:

Acute LC_{50} for algae, daphnia, or fish	<100 mg/L

For purposes of demonstrating compliance with this requirement, aquatic toxicity testing is not required if sufficient aquatic toxicity data exist for each of the product's ingredients to demonstrate that the product mixture complies. Aquatic toxicity tests shall follow the appropriate protocols in ISO 7346.2 for fish and in 40 CFR 797, Subpart B for other aquatic organisms.

4.8 Aquatic Biodegradability

Each of the organic ingredients shall exhibit ready biodegradability in accordance with the OECD definition except for a FIFRA-registered ingredient in a bathroom cleaner. However, all other ingredients in a FIFRA-registered bathroom cleaner must comply. Biodegradability shall be measured by one of the following methods: ISO 9439 carbon dioxide (CO2) evolution test, ISO 10708 (two-phase closed-bottle test), ISO 10707 (closed bottle test), or ISO 7827 (dissolved organic carbon removal). Specifically, within a 28-day test, the ingredient shall meet one of the following criteria within 10 days of the time when biodegradation first reaches 10%:

Removal of dissolved organic carbon (DOC)	>70%
Biological oxygen demand (BOD)	>60%
% of BOD of theoretical oxygen demand (ThOD)	>60%
% CO_2 evolution of theoretical	>60%

For organic ingredients that do not exhibit ready biodegradability in these tests, the manufacturer may demonstrate biodegradability in sewage treatment plants using the Coupled Units Test found in OECD 303A by demonstrating dissolved organic carbon (DOC) removal >90%.

Testing is not required for any ingredient for which sufficient information exists concerning its biodegradability, either in peer-reviewed literature or databases or proving that the ingredient was tested in accordance with standard test procedures.

4.9 Eutrophication

The product *as used* shall not contain more than 0.5% by weight of total phosphorus.

4.10 Packaging

The primary package shall be recyclable. Alternatively, manufacturers may provide for returning and refilling of their packages.

4.11 Concentrates

The product must be a concentrate, except for FIFRA-registered bathroom cleaners.

4.12 Fragrances

Manufacturers shall identify any fragrances on their material safety data sheets (MSDSs). Any ingredient added to a product as a fragrance must follow the Code of Practice of the International Fragrance Association.

4.13 Prohibited Ingredients

The product shall not contain the following ingredients:

- Alkylphenol ethoxylates
- Dibutyl phthalate

- Heavy metals including arsenic, lead, cadmium, cobalt, chromium, mercury, nickel, or selenium
- Ozone-depleting compounds

4.14 Training

The product manufacturer, its distributor, or a third party shall offer training or training materials in the proper use of the product. These shall include step-by-step instructions for the proper dilution, use, disposal, and the use of equipment. Manufacturers shall have product labeling systems to assist non-English-speaking or illiterate personnel.

4.15 Animal Testing

This section applies to Sections 4.1, 4.3, and 4.7. Green Seal wants to discourage animal testing and will accept the results of past peer-reviewed or standard tests demonstrating compliance with a criterion. A mixture need not be tested if existing information demonstrates that each of the ingredients complies with a criterion. Additionally, Green Seal may accept non-animal (in-vitro) test results, providing that the test methods are referenced in peer-reviewed literature and the manufacturer provides the reasons for selecting the particular test method.

5. Labeling Requirements

The manufacturer's label shall state clearly and prominently that dilution with water from the cold tap is recommended and shall state the recommended level of dilution. The manufacturer shall also include detailed instructions for proper use and disposal and for the use of personal protective equipment.

Whenever the Green Seal certification mark appears on a package, the package shall contain a description of the basis for certification. The description shall be in a location, style, and typeface that are easily readable. Unless otherwise approved in writing by Green Seal, the description shall read as follows:

> "This product meets Green Seal's environmental standard for industrial and institutional cleaners based on its reduced human and aquatic toxicity and reduced smog production potential."

For FIFRA-registered bathroom cleaners, replace "toxicity" with the word "impacts".

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