VENDOR CONTRACT

Between		and
	(Company Name)	

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For CUSTODIAL EQUIPMENT, SUPPLIES AND EQUIPMENT #2082715

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

- 1. Vendor affirms that he/she 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 this contract.
- 2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
- The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The CUSTODIAL EQUIPMENT, SUPPLIES AND EQUIPMENT contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

- 1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon

common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, Texas Loc. Gov'T Code, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 2082715". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded

vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS"

Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the

inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either

party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- <u>Contracts:</u> All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com.
 Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- <u>Promotion of Contract</u>: It is agreed that Vendor will encourage all eligible entities to
 purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor
 and not through TIPS contract is not acceptable to the terms and conditions of this contract
 and will result in removal of Vendor from Program. Vendor is expected to use marketing
 funds for the marketing and promotion of this contract.
- <u>Daily Order Confirmation</u>: All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- <u>Back Ordered Products</u>: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Check	one of the following responses to the $\underline{\text{General Terms}}$ and $\underline{\text{Special Terms}}$ and $\underline{\text{Conditions}}$:
()	We take no exceptions/deviations to the general and/or special terms and conditions .
(Note:	If none are listed below, it is understood that no exceptions/deviations are taken.)
()	We take the following exceptions/deviations to the general and/or special terms and conditions . All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking

exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on

your exceptions/deviations below:

Exceptions:	

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator Email Phone Fax Bid Number Title Bid Type Issue Date Close Date Need by Date	Mr. David Mabe National Coordinator david.mabe@tips-usa.com +1 (903) 243-4759 +1 (866) 749-6674 2082715 Custodial Equipment Supplies and Services RFP 06/01/2015 7/10/2015 3:00:00 PM CT	Address Contact Department Building Floor/Room Telephone Fax Email		Address Contact Department Building Floor/Room Telephone Fax Email	
Supplier Inform	nation				
Company Address	ServiceMaster Commercial Cle P.O. Box 639	aning			
Contact Department Building Floor/Room	Paragould, AR 72451 Shawn Barrett				
Telephone Fax Email Submitted Total	1 (870) 2393370 1 (870) 2396951 shawnb@servicemasterparago 6/2/2015 10:47:04 AM CT \$0.00	uld.com			
Signature Sha	awn Barrett		Email shaw	nb@servicemasterparagould.com	
Supplier Notes	S				
Bid Notes					
Bid Activities					
Bid Messages					

Ple	ase review the following and respond whe	ere necessary	
#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Paragould
5	Company Residence (State)	Vendor's principal place of business is in the state of?	AR
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	No
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
14	Start Time	Average start time after receipt of customer order is working days?	20
15	Years Experience	Company years experience in this category?	25
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	AR, MO

18	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	ServiceMaster Commercial Cleaning provides commercial janitorial and floor care services.
19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
20	Primary Contact Name	Primary Contact Name	Shawn Barrett
21	Primary Contact Title	Primary Contact Title	General Manager
22	Primary Contact Email	Primary Contact Email	shawnb@servicemasterparagould.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8442393370
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8702396951
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
26	Secondary Contact Name	Secondary Contact Name	Lorri Vails
27	Secondary Contact Title	Secondary Contact Title	Operations Manager
28	Secondary Contact Email	Secondary Contact Email	lorriv@servicemasterparagould.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8442393370
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8702396951
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Shawn Barrett
33	2% Contact Email	2% Contact Email	shawnb@servicemasterparagould.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8702393370
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Shawn Barrett
37	Purchase Order Contact Email	Purchase Order Contact Email	shawnb@servicemasterparagould.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8702393370
39	Company Website	Company Website (Format - www.company.com)	www.servicemasterparagould.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	26-0247380
		Dulas and Astronomy	
41	Primary Address	Primary Address	P.O. Box 639
41 42	Primary Address Primary Address City	Primary Address City	P.O. Box 639 Paragould
	,	·	

Search Words: Please list search words to be posted in the TIPS custodial, janitorial, floor, carpet, database about your company that TIPS website users window might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) Yes - No Do you wish to be eligible to participate in a TIPS contract Yes in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments"

SUSPENSION OR DEBARMENT section.)

term is "Term of Contract")

(___Month(s), ___ Year(s), or Term of Contract) (Standard 1 month

47 Prices are guaranteed for?

Line Items		
	Response Total:	\$0.00

Provisions for purchase with federal funds for contracts exceeding \$100,000 These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If you company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds

on contracts exceeding \$100,	000?	
Check your response?		
YES 🚺 NO 🗌		
\mathcal{M}		
Ham Janet		6/2/2015
Signature of Authorized Com	pany Official	Date
Shawn Barrett		
Printed Name of Authorized	Company Official	
ServiceMaster Commercial Cleaning		
Company Name		
Attach to this page a current	W-9 form	

Please complete the forms below

Non-Construction Federal	Certifications				
		Legal Com	<u>pliance</u>		
compliance with subsequent aware	all applicable law d. The vendor agr	y and responsibility to have, rules and regulations rees to comply, in all rele	as they apply to this vant respects, with	procurement process a all Federal, State, and I	nd any ocal laws.
rules and regulat		performance of services	or supply of goods	to TIPS or TIPS meml	bers?
Does vendor agr	ee? YES SB	Initial of Authorized Con	npany Official		
. :	:				
		Non-Collusive Bidd	ing Certificate		
		nse to a Request for Prop thorized to certify to the		rement device contain	ng this
1) This bid any Con	or proposal has b	peen independently arrive	ed at without collusi	on with any other Bido	er or with
2) This bid	or proposal has rening of bids, or	not been knowingly discl proposals for this projec	osed and will not be t, to any other Bidde	knowingly disclosed, er, Competitor or poten	prior tial
3) No atten		ill be made to induce any	other person, partn	ership or corporation t	0
4) The pers	on signing this by of the statement	id or proposal certifies the secontained in this certification will be used to the person significant to the person signif	cation, and under th	med himself regarding e penalties being	the
The vendor com	plied with #1 thro	ough 4 above? YES SB	_ Initial of Authori	zed Company Official	
	SUSPENS	ION OR DEBARMEN	Γ CERTIFICATE		
parties that are include procure individual awar	suspended or deb ment for goods o	ed from contracting with arred or whose principal r services equal to or in 60 or more and all sub-reclebarred.	s are suspended or dexcess of \$100,000.0	lebarred. Covered trans 00. Contractors receiving	actions
You certify that is contract under the	no suspension or e e Federal OMB, A	disbarment is in place, w A-102, common rules	hich would preclude	e receiving a federally	funded
The vendor has i	ot been debarred	? YES SB Initial of A	Authorized Compan	y Official	
		Page 2 of 6			

Non-Construction Federal Certificati	ions	
	Certification Regarding Lobbying	
	2003/118	
Applicable to Gra	ants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds	
Submission of this certification i	is a prerequisite for making or entering into this transaction and is imposed by se	
1352 Title 31 U.S. Code This	certification is a material representation of fact upon which reliance was placed	ouon
this transaction was made or ent	tered into. Any person who fails to file the required certification shall be subject	wnen
civil penalty of not less than	three into. Any person who rans to the the required certification shall be subjec	t to a
\$10,000 and not more than \$100	000 for each and failure	
The undersigned certifies to the	best of his or her knowledge and belief, that:	
(1) No Federal appropriated for	de have been noid on will be noid beven on help 15 of the angle in all	
for influencing or attempting to	nds have been paid or will be paid by or on behalf of the undersigned, to any principles on a figure or a small part of the undersigned of the und	erson
employee of congress, or an emp	influence an officer or employee of any agency, a Member of Congress, an officer or of Congress, an officer or of Congress in congress in a series with the condition of E. I.	cer or
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attempting to influence on office	ral appropriated funds have been paid or will be paid to any person for influence	ng or
congress or an amplexes of a N	der or employee of any agency, a Member of Congress, an officer or employ	ee of
the anadomic and the state of a N	ember of Congress in connection with this Federal grant or cooperative agreer	ment,
the undersigned shall complete a	and submit Standard Form-LLL, "disclosure Form to Report Lobbing," in accord	lance
with its instructions.		
(3) The undersigned shall require	re that the language of this certification be included in the award documents for	or all
covered subawards exceeding \$1	100,000 in Federal funds at all appropriate tiers and that all subrecipients shall co	ertify
and disclose accordingly.		
ServiceMaster Commercial Cleaning		
Name of Organization		
P.O. Box 639; Paragould, AR 724	151	
	1	
Address of Organization		
Chaum Bamatt / Caranta la		
Shawn Barrett / General Manager		
Name / Title of Submitting Official		

Signature of Submitting Official

6/2/2015

Signature Date

Provisions for purchase with federal funds for contracts exceeding \$100,000 Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold) Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIP\$ Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? YES SB Initial of Authorized Company Official Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000) Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District. Does vendor agree? YES SB Initial of Authorized Company Official Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting. Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor

will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES ____ Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES ____ Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES ____ Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES ____ Initial of Authorized Company Official

Provisio	ns for p	urchase with	<u>federal fi</u>	<u>ınds for con</u>	tracts exceedi	ng \$100,00
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ServiceMaster Commercial Cleaning P.O. Box 639

Paragould, AR 72451 Phone: 844-239-3370 870-931-9233 870-239-3370

June 2, 2015

To Whom It May Concern:

Hann Janets

As of this writing, ServiceMaster Commercial Cleaning is not owned or operated by anyone convicted of a felony.

Best regards,

Shawn Barrett General Manager



CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name:	ServiceMaster Commercial Cleaning						
Mailing Address:	P.O. Box 639						
City:	Paragould						
State:	Arkansas						
Zip:	72451	4					
Telephone Number:	ephone Number: (870) 239-3370						
Fax Number:	(870) 239-6951						
Email Address:	shawnb@servicemasterparagould.com	1					
Authorized Signature:	Am South						
Printed Name:	Shawn Barrett						
Position:	General Manager						
honor the participatio	otal TERM of one year with the option of two a n fee for any sales made based on the TIPS co ation of contract and will affect the award of f	ntract. Failure to pay the fee will					
Blenda	- Mc Nact	8-27-15					
TIPS Authorized Signat	ture	Date					
David	Nayne Fitts	8-27-15					
Approved by Region V	III ESØ	Date					

References

** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.

Organization	City	State	Contact Name	Contact Phone
Paragould School District	Paragould	Arkansas	Rick Norman	870-239-9303
Jonesboro Public Schools	Jonesboro	Arkansas	Monroe Pointer	870-933-5800
Riverside School District	Lake City	Arkansas	Tommy Knight	870-237-4329



ServiceMaster Commercial Cleaning

P.O. Box 639

Paragould, AR 72451 Phone: 844-239-3370 870-931-9233

870-931-9233 870-239-3370

June 2, 2015

Please allow me to introduce our company to you. ServiceMaster Commercial Cleaning is a locally owned and operated corporation. We provide janitorial services as well as carpet, window, furniture and drapery cleaning and hard surface floor care. We are proudly entering our 25th year of service to northeast Arkansas and southeast Missouri. During this time, we have developed a reputation of providing the optimum combination of service and value to our business partners.

We understand the unique requirements of operating in the educational environment, having done so for many years. Our staff is experienced in dealing with these challenges on a daily basis. In our continuing effort to provide your students and faculty with the healthiest environment possible, we at ServiceMaster Commercial Cleaning have expanded our programs to include more environmentally friendly methods and products.

We believe that commercial cleaning is not a commodity but an opportunity to provide remarkable service. That's why our focus on mastering the basics and providing consistent service delivery is foundational to our business. We will partner with you to understand and meet your unique needs and monitor the overall condition of your facilities. We pride ourselves on going "above and beyond" your expectations. This combination of national resources and support with local ownership and access ensures that you will receive the maximum value returned for the dollars you invest.

As you make your plans, not only for daily facility services during the school year, but summer floor cleaning and refinishing as well, we would greatly appreciate your consideration. Please contact me at your convenience to further discuss how we may be of service to you, your faculty and your students.

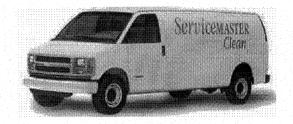
Best regards,

Shawn Barrett General Manager

ServiceMaster Commercial Cleaning







INTRODUCTION

Originally founded as a mothproofing company in 1929 by Marion E. Wade, a former minor league baseball player, ServiceMaster had its beginnings in Chicago where Wade worked out of his home. Today, ServiceMaster Clean provides carpet, window, furniture, and drapery cleaning; janitorial services; and disaster restoration services to over 700,000 customers through over 4,500 franchises in the United States, Canada and 14 other countries throughout the world.

ServiceMaster Commercial Cleaning has served northeast Arkansas since 1990. It is locally owned and operated by Shawn and Sandra Barrett. Shawn, a degreed Mechanical Engineer and Six Sigma Black Belt with over 20 years of successful industrial and facilities management experience, serves as President.

MISSION STATEMENT

ServiceMaster Commercial Cleaning has, as our focus, utilizing our four company objectives to build and maintain long term relationships with clients sharing our commitment to excellence and customer satisfaction.

COMPANY OBJECTIVES

- Honor God in all we do
- Help develop people
- Excel with customers
- Grow profitably

Help Reople Develop (Associates) Dur ServiceMaster Values allow people to be their best serving others We Care About People We Do What We Say We Do the Right Thing We Value Diversity We Value Teamwork We Are Committed to Innovation Honor God in all we do

CUSTOMER PROMISES

- Consistency ServiceMaster Clean cleans the way you like each time, every time and will deliver and execute an inspection program with written output to be shared with the customer.
- Access ServiceMaster Clean is accessible 24/7/365.
- Problem Resolution ServiceMaster Clean is committed to resolving problems quickly and completely.
- Response ServiceMaster Clean will respond to a customer's request within one hour with a plan of action or complete resolution of their need/concern.

ServiceMaster Commercial Cleaning

Phone: 870-239-3370 870-931-9233





ServiceMaster Commercial Cleaning P.O. Box 639 Paragould, AR 72451

Phone: 870-239-3370 870-931-9233

On the fence about whether or not your organization would benefit from a commercial cleaning provider? Consider the following items as you weigh your decision:

- ServiceMaster doesn't take vacation or have sick days. In the event the cleaning technician normally assigned to your location should be unavailable due to vacation, sickness or other circumstances, one of our trained support technicians will provide the same level of service without missing a beat.
- ServiceMaster provides consistent, continuing training for our cleaning technicians and support staff in your facility. This eliminates the need for you to take time out of your day to train new employees.
- ServiceMaster provides cleaning products and supplies and 24 hour technical support. You don't have to be concerned with purchasing and distributing cleaning supplies, laundering and redistributing dirty cleaning linens or purchasing and maintaining equipment. We take care of all of that for you.
- ServiceMaster provides onsite supervision of the cleaning staff at your location so you don't have to. We also handle human resource issues that can eat up so much of your time because the staff are employed by ServiceMaster.
- ServiceMaster provides worker's compensation and liability insurance to eliminate the worry associated with those incidents which happen from time to time.
- ServiceMaster can see to your special needs. Did you ever have an unsightly carpet stain or notice that you can't see out your windows? We can provide professional service in every area of cleaning to address virtually any problem that might arise. We are indeed a "one stop shop" for all your cleaning needs.







OUR COMMITMENT. YOUR ASSURANCE.

Who we are stems from a pledge we made long ago. And not just to ourselves, but to everyone we associate with. We call it the ServiceMaster® Corporate Commitment.

The ServiceMaster Commitment

We are accountable to:



At ServiceMaster, our foundational commitment to Honor God in all we do is demonstrated through the execution of our company values. In doing so, we bring to life our core objectives to Help People Develop, Excel with Customers and Grow Profitably.

Help people develop

We're only as good as the people who work for us. We give our associates the knowledge, skills and tools they need to be successful. Our culture fosters teamwork and peer mentoring. Employees train new hires, who in turn train others.

Excel with customers

We set our standards high and hold ourselves accountable. No cutting corners and no settling for "good enough." To exceed our customers' expectations, employees are motivated to always do their best work.

Grow profitably

Our commitment to people isn't limited to customers and employees. We're also dedicated to our shareholders. Plus, financial growth benefits everyone by creating more opportunities and allowing us to provide the best service possible.

OUR CORPORATE VALUE STATEMENT

We aim to achieve our core objectives by living our company values:

- We care about people
- We do the right thing
- We value diversity
- We value teamwork
- We do what we say
- We delight customers
- We are a learning organization
- We are committed to innovation

Staying true to God, customers, employees and shareholders. It's all part of our Corporate Commitment.

ServiceMaster Commercial
Cleaning
(844) 239-3370
www.servicemasterparagould.com



COULD YOUR LEARNING ENVIRONMENT BE GREENER, CLEANER AND HEALTHIER?

Probably. And in several states, it's now a requirement. That's why so many cleaning companies now claim to have green products and services. But finding one that is actually backed by industry green certifications is rare. That's where ServiceMaster Clean can help.



Our proprietary Capture and Removal Cleaning® system combines advanced equipment and

microfiber technologies with a proven process to trap and remove dirt—not just move it around. This state-of-the-art system can dramatically decrease airborne particulates, VOCs and bacteria, helping result in happier, healthier and higher-achieving students and teachers.

Incorporating our Capture and Removal Cleaning system into your school's cleaning program is the first step in achieving GS-42 certification, the Environmental Standard for Cleaning Services regulated by Green Seal*, an independent, nonprofit organization dedicated to safeguarding the environment.

WE HAVE A LESSON PLAN FOR EXTRAORDINARY CLEANING.

ServiceMaster Clean has been an industry leader for more than 60 years. Our highly trained, thoroughly screened professionals offer dedicated service to school administrators that goes above and beyond the standard of care you expect. With constant accessibility and clear communication, we do the job right the first time, every time.

BENEFITS FOR YOUR SCHOOL

Green cleaning from ServiceMaster Clean can help:

- Improve indoor air quality
- Reduce sick-day absences*
- Reduce contributors to asthma
- Raise reading and math scores*
- Influence positive attitudes toward the school and green cleaning**



ServiceMaster
Commercial Cleaning
(844)239-3370
www.servicemasterparagould.com

^{*}Source: Healthy School Environment and Enhanced Educational Performance, The Case of Charles Young Elementary School, Washington, D.C., Carpet & Rug Institute, January 2002.

^{**}Source: Dr. Michael A. Berry, PhD





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- Improve indoor air quality
- Reduce sick-day absences*
- Reduce contributors to asthma
- Raise reading and math scores*
- Influence positive attitudes toward the school and green cleaning**









AFFECT YOUR GROSS WITHOUT AFFECTING YOUR NET.

Our patent-pending Capture and Removal Cleaning® system combines powerful products, advanced technologies and a high-productivity approach to create the most efficient and effective cleaning process available today.

More efficient.

Capture and Removal's unique team cleaning process is more productive than the traditional zone method, reducing cleaning time by up to 25%. That translates into fewer hours spent in your building, which directly boosts your bottom line.

More effective.

The Capture and Removal Cleaning system does exactly what it says, trapping and taking away dust, dirt and debris—as much as 55% more airborne particulates than conventional cleaning. And better indoor air quality can mean a healthier, more productive work environment as well as reduced sick-day absences.*

HOW CAPTURE AND REMOVAL CLEANING WORKS.

This exclusive system employs:

- A highly productive team cleaning process developed and perfected by ServiceMaster Clean*
- Our patent-pending dust wand and microfiber technologies that collect dust and dirt rather than just moving it around
- Quiet, high-filtration vacuums that capture 99.9% of particles smaller than one micron in size
- Our proprietary Green For® suite of cleaning products

SAVES TIME AND MONEY. ALSO SAVES THE PLANET.

The Capture and Removal Cleaning® system meets all the environmental and performance requirements of the Green Seal Environmental Standard for Cleaning Services (GS-42). It also utilizes our proprietary Green For products, which are certified by three independent environmental agencies.

Efficient, effective

Capture and Removal Cleaning.

Another extraordinary service from

ServiceMaster Clean:™

