

**BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)**

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: SC PO SC2600000084

Award Type: Award

BOSAIR Activity: Board Meeting Request

Requested Board Meeting Date: 05/26/2026

Supplier / Customer / Grantor / Subrecipient: C&S Sweeping Services, Inc.

Project Title / Description: Roadway Sweeping Services

Purpose: Award: Supplier Contract No. SC2600000084. This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$500,000.00 (including sales tax) and includes four (4) one-year renewal options.
Administering Department: Transportation.

Procurement Method: Other

Insert additional Procurement Method info, if applicable: Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-2500022380 was conducted. Two (2) proposals were received. Award is to the responsive and responsible respondent submitting the highest scoring proposal.
RQID: 2500022380
Attachments: Notice of Recommendation for Award and Supplier Contract.

Program Goals/Predicted Outcomes: To provide routine and emergency sweeping services along Pima County maintained roadways, shoulders and properties.

Public Benefit and Impact: Roadways that are swept on a routine schedule are safer to drive, walk and bike on. Debris removed from the roadway surface will be kept out of the storm drain system.

Strategic Plan Pillar

- Quality of Life
- Public Service

Support of Prosperity Initiative: • N/A

Provide information that explains how this activity supports the selected Prosperity Initiatives

N/A

To: COB 8-11-26 (1)
Vers: 0
Pgs: 21

Metrics Available to Measure Performance:

A schedule of roadways to be swept will be monitored and inspected daily for quality assurance by the sweeping program managed or assigned staff.

Retroactive:

NO

Contract / Award Information

Record Number: SC PO SC2600000084

Document Type:

SC

Department Code:

PO

Contract Number:

SC2600000084

Commencement Date:

06/01/2026

Termination Date:

05/31/2027

Supplier / Subrecipient Headquarters Location

Phoenix, AZ

* Headquarters information is not a consideration for awards

Total Expense Amount:

\$500,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required:

HURF

Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	NO
Contract is fully or partially funded with Non-Federal Grant Funds?	NO
Were insurance or indemnity clauses modified?	NO
Vendor is using a Social Security Number?	NO

Department:

Procurement

Name:

Kelsey Braun-Shirley

Telephone:

(520)724-7466

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

No

Ana Wilber

Digitally signed by Ana Wilber

Date: 2026.05.04 10:09:56

-07'00'

Division Manager/Procurement Officer Signature: _____

Date: _____

Procurement Director Signature: _____

Bruce D Collins

Digitally signed by Bruce D Collins

Date: 2026.05.05 15:57:51 -07'00'

Date: _____

Kathryn Skinner

Digitally signed by Kathryn Skinner

DN: cn=Kathryn Skinner, o=Pima County, ou=Transportation,

email=kathryn.skinner@pima.gov, c=US

Date: 2026.05.08 08:50:48 -07'00'

Department Director Signature: _____

Date: _____

Deputy County Administrator Signature: _____

Date: 5/8/2026

County Administrator Signature: _____

Date: 5/10/2026



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: May 6, 2026

The Procurement Department hereby issues formal notice to respondents to Solicitation No. RFP-2500022380 for Roadway Sweeping Services that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after May 26, 2026.

Award is recommended to the highest scoring proposal.

AWARDEE NAME

C&S Sweeping Services, Inc.

ANNUAL AWARD AMOUNT

\$500,000.00 (including sales tax)

OTHER RESPONDENT NAMES

SCA of AZ, LLC

Issued by: Kelsey Braun-Shirley, Procurement Officer

Telephone Number: 520-724-7466

This notice is in compliance with Pima County Procurement Code §11.12.020(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2600000084
Contract Start Date	06-01-2026
Contract End Date	05-31-2027
Payment Type	Warrant/Check
Buyer	Kelsey Braun-Shirley
Phone Number	+1 (520) 7247466
Email	Kelsey.Braun-Shirley@pima.gov

Page

1 of 2

Supplier:	Contract Name:
C & S SWEEPING SERVICES INC 716 E Tonto St Phoenix, AZ 85034	Roadway Sweeping Services

Supplier Contact and Payment Terms:	Shipping Method	Delivery Type	FOB
Phone: +1 (602) 2529216 Email: heather@candssweeping.com Terms: 2% 10, Net 30 Days: 10 0	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	Currency	NTE Amount	Used Amount
	USD	500,000.00	0.00

Contract/Amendment Description:

This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$500,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer Agreement.

Catalog Items:					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	Hourly Sweeping	Hour	136.00		
2	Tres Rios Plant	Each	1,334.00		
3	Unit 1A	Each	3,931.00		
4	Unit 1B	Each	735.00		
5	Unit 1C	Each	1,957.00		
6	Unit 1D	Each	5,735.00		
7	Unit 1E	Each	6,114.00		
8	Unit 1F	Each	3,333.00		
9	Unit 2A	Each	1,905.00		
10	Unit 2B	Each	4,688.00		
11	Unit 2C	Each	1,340.00		
12	Unit 3A	Each	5,379.00		

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.

PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2600000084
Contract Start Date	06-01-2026
Contract End Date	05-31-2027
Payment Type	Warrant/Check
Buyer	Kelsey Braun-Shirley
Phone Number	+1 (520) 7247466
Email	Kelsey.Braun-Shirley@pima.gov

Page

2 of 2

Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
13	Unit 3B	Each	4,480.00		
14	Unit 3C	Each	5,138.00		
15	Unit 3D	Each	2,680.00		
16	Unit 3E	Each	4,085.00		
17	Unit 3F	Each	4,163.00		
18	Unit 3G	Each	5,146.00		
19	Unit 3H	Each	4,463.00		
20	Unit 3I	Each	3,023.00		
21	Unit 4A	Each	523.00		
22	Unit 4B	Each	3,869.00		
23	Unit 5A	Each	2,905.00		
24	Unit 5B	Each	17,300.00		
25	Unit 5C	Each	10,095.00		
26	Unit 5D	Each	1,005.00		
27	Unit 6A (Ajo)	Each	2,825.00		

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractor to provide Pima County ("County") with Roadway Sweeping Services on an "as required basis" by issue of Delivery Order ("DO").

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The SC will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

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

Contractor must check appropriate response below and provide requested information. Contractors must be able to affirmatively respond "Yes" to each minimum qualification. Failure to check appropriate response and provide requested information will cause the offer to be rejected and deemed non-responsive:

1	Contractor must have and maintain throughout the period of this contract a local office and an authorized managing agent in the Tucson Metropolitan area who is available 24 hours per day 7 days a week. Provide address of local office below: 4400 E Kentucky Street Tucson, AZ 85714 	☒ Yes ☐ No
---	---	--

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

See **Exhibit A: Scope of Services** (5 pages), **Attachment 1: Unit Maps** (178 pages), **Attachment 2: Dump Sites** (12 pages) and **Attachment 3: Roadway Sweeping Schedule** (1 page).

5. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offer(s) and execute this contract by issuing an SC (recurring requirements) to be effective on the document's date of issue without further action by either party. The SC will include the term of the contract.

Pursuant to the executed SC, County departments requiring the goods or services described herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the SC and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order DO will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

7. COMPENSATION & PAYMENT

The SC will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

7.1. Unit Prices (Net 30-day Payment Terms)

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are **DIRECTLY** applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

7.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

7.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

7.4. Living Wage

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

7.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other

items offered pursuant to this contract. The MPL or website address specifically designed for County must include the supplier's/manufacture's or retail price list and the discount percentage off utilized to get the Discounted Unit Price being offered to County i.e. Manufacturer's List Price – (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price – (List price x Discount %) = Discounted Unit Price)
N/A	0	N/A	

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

7.6. Standard Payment Term

Net (30), effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

7.7. Optional Early Payment Discount Term

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

Optional Early Payment Discount: 2 % if payment tendered within 10 Days as indicated above.

7.8. Invoicing

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

All Invoice documents will reference County's DO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

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

8. SUPPLIER RECORD MAINTENANCE

8.1. Pima County Supplier Record

Contractor must establish and maintain a complete Pima County Supplier record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within

ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through vendors@pima.gov.

8.2. BidNet Vendor Record

Contractor must establish and maintain an active BidNet Vendor record. The record must be registered with a valid and monitored email address for Contractor. Use of BidNet by Contractor may be governed by terms and conditions as determined by BidNet, and County is not a party to any agreement formed by Contractor's use of the BidNet platform.

9. DELIVERY

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location(s) on the DO document.

Contractor guarantees delivery of product or service in accordance with **Attachment 3: Roadway Sweeping Schedule** (1 page). If necessary to satisfy the guaranteed delivery time, Contractor will utilize additional manpower and/or equipment at no additional cost to County.

10. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or proposal preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

11. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFP-2500022380 including the RFP, Offer Agreement, Standard Terms and Conditions, solicitation amendments, Contractor's proposal, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

12. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

12.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

12.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

12.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

12.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

12.2. Additional Insurance Requirements

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

12.2.1. Claims-Made Insurance Requirements

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

12.2.2. Additional Insured Endorsement

The General Liability and Business Automobile policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

12.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability and Workers' Compensation policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

12.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

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

12.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

12.3. Notice of Cancellation

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

12.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and

- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

12.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

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

12.5. Approval and Modifications

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

13. PERFORMANCE BOND

Not applicable to this contract.

14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	2-27-2026				

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Proposers Section 7.1.1? Yes ☐ No ☒

(select one)

If Yes, have you included your certification document? Yes ☐ No ☐

(select one)

NOTE: If you do not submit the SBE Certification document with your proposal, County will not apply the SBE Preference.

16. PROPOSAL/OFFER CERTIFICATION**CONTRACTOR LEGAL NAME:** C&S Sweeping Services, Inc.**DOING BUSINESS AS (DBA):** N/A**MAILING ADDRESS:** PO Box 24479**CITY/STATE/ZIP:** Phoenix, AZ 85074**REMIT TO ADDRESS:** 716 E. Tonto Street**CITY/STATE/ZIP:** Phoenix, AZ 85034**CONTACT PERSON NAME/TITLE:** Heather Danielson**PHONE:** Office (602) 252-9471, Mobile (602) 499-2120**FAX:** (602) 252-9216**CONTACT PERSON EMAIL ADDRESS:** heather@candssweeping.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** heather@candssweeping.com dispatch@candssweeping.com
Contracts Orders**CORPORATE HEADQUARTERS ADDRESS:** 716 E. Tonto Street Phoenix, AZ 85034**WEBSITE:** www.candssweeping.com

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements **"Non-Responsive"** and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of an SC document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: Heather Danielson**DATE:** 3-1-2026**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND EMAIL:** _____**County Attorney Contract Approval "As to Form".**

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. WARRANTY

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

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

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

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

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the SC or Purchase Order ("PO") and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of God or of the government. If County cancels an SC, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the SC, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

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

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any SC, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

13. COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

14. ASSIGNMENT

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

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§ 38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. NON-DISCRIMINATION

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

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

18. PUBLIC RECORDS

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential, Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

20. AMERICANS WITH DISABILITIES ACT

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

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any SC, PO, DO, or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: SC or PO; DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC, PO, or DO, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

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

25. BOOK AND RECORDS

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

26. COUNTERPARTS

The parties may execute the SC or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the SC and PO, the signed proposal of Contractor and the system-generated SC or other agreement document signed by County are each an original and together constitute a binding SC, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the SC or PO. If any court or administrative agency determines that County does not have authority to enter into the SC or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the SC or PO.

28. FULL AND COMPLETE PERFORMANCE

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

29. SUBCONTRACTORS

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

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

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

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

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

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

32. CONTROL OF DATA PROVIDED BY COUNTY

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

36. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

EXHIBIT A: SCOPE OF SERVICE (5 PAGES)**1. GENERAL REQUIREMENTS:**

- 1.1. Contractor must provide all materials, staff, labor, tools, communication devices, sweeping vehicles, sweeping equipment, dumpsters, traffic control, and appurtenances necessary to complete the work in a satisfactory manner as described herein.
- 1.2. This contract will primarily be used by the Pima County Department of Transportation (PCDOT) Maintenance and Operations Division and Regional Wastewater Reclamation (RWRD). The service items specified in the Documents and Item tab (the bid items) in the BidNet solicitation portal detail the frequency each unit requires roadway sweeping services on an annual basis. **Attachment 1: Unit Maps** (178 pages) specifies the units and roadways within each unit. County department may also request sweeping services on an as needed basis.

2. SWEEPING REQUIREMENTS & PRACTICES:

- 2.1. Contractor must always use good sweeping practices and will be responsible for making all adjustments to the equipment as needed or as directed by County. The Contractor will exercise due care to prevent the spilling, scattering, or dropping of refuse during sweeping activities and will immediately clean up any spillage, dropping, or scattering.
- 2.2. Accumulated debris on streets will be removed by a pick-up broom or vacuum sweeper.
- 2.3. County will provide no grace period for Contractor mobilize equipment (multiple sweepers), drivers, and office staff necessary to begin and complete each monthly scheduled sweeping. County will be the sole source in determining if the roads, streets, and intersections have been adequately swept and are acceptable and in compliance with the requirements specified herein.
- 2.4. Arterial curbed or non-curbed roadways must be swept as follows:
 - i. Sweep width of eight (8) feet (or width of pick-up broom or vacuum sweeper) from right gutter line/edge of pavement towards the roadway.
 - ii. Sweep width of eight (8) feet (or width of pick-up broom or vacuum sweeper) from left gutter line/edge of pavement or median towards the roadway.
 - iii. All other lanes on arterial roadways will be swept on an as needed basis, as directed by County Inspector and must be swept at the same time as the curb lines are swept. This work will be charged at the hourly rate.
- 2.5. Local/Collector curbed and non-curbed roadway must be swept from curb to curb or from edge or pavement to edge of pavement.
- 2.6. Complete intersection and turn bays must be swept during sweeping. Contractor must make as many passes as necessary to accomplish the task of removing all debris.
- 2.7. Two-way center left-turn lanes will be swept on an as needed basis, as directed by County Inspector. This work will be charged at the hourly rate.
- 2.8. Contractor must employ all means necessary to ensure that sweeping is done in strict compliance with all of the Pima County Department of Environmental Quality (PDEQ) requirements and guidelines. County will monitor the sweeping and debris removal to ensure strict compliance. County may stop work immediately if County determines additional measures are needed, or if any procedure used does not meet the PDEQ requirements. This is not a pay item.
- 2.9. During routine sweeping, which is defined as any sweeping of the specified units (including the Tres Rios Plant), Contractor is responsible for cleaning all loose sand and debris accumulated to a depth of two (2)" or less. If there is more than two (2)" of debris/sediment on the roadway, the Contractor will contact the Pima County Inspector and Pima County forces will scrape the additional debris from the roadway prior to it being swept by Contractor.
- 2.10. Contractor must position gutter brooms at the proper angle and pressure to the gutter line, to touch the curb at locations where median or edge line curbing exists.
- 2.11. Contractor must clean all sidewalks and driveways as needed or as requested by the Pima County Inspector or authorized representative due to debris/refuse spilling, scattering or dropping during sweeping activity. The main broom will be set in a level position to assure debris is picked up. The Contractor will apply the appropriate broom pressure necessary for sweeping conditions.
- 2.12. Contract must take whatever steps, procedures, or means are necessary to prevent abnormal dust conditions due to its operation in performance of duties pursuant to this contract and in accordance with the requirements of all applicable air pollution control regulations. All sweeping equipment used by Contractor will comply with current PM-10 requirements under dust control. This is not a pay item.
- 2.13. Contractor must adjust water spray nozzles to keep dust caused by sweeping to a minimum. It is recommended to check the spraying of water after each refill of the tank to ensure adequate coverage throughout the day.

- 2.14. Center dirt reflectors, main drag shoes, and elevator, or any other device designed for the sweeping equipment being used, must be properly maintained and adjusted to direct the debris to the proper pick-up broom or to the desired location.
- 2.15. Contractor must adjust sweeping speeds as necessary on arterial and collector streets to achieve the best performance to ensure that the pavement is free of any loose debris and adequate dust control is maintained.
- 2.16. Contractor must sweep all residential streets at a speed between three (3) and seven (7) miles per hour, set by manufacturer specifications, to achieve the most efficient way to pick up debris and for proper dust control (this will help reduce complaints about dust and minimize debris left on sidewalks and curbs during sweeping operations).
- 2.17. Contractor must sweep arterial and collector streets between the hours of 9:00 P.M. and 6:00 A.M. Contractor must sweep residential streets between 6:00 A.M. and 7:00 P.M. (per Pima County Code 9.30.070 regarding residential zones). Routine sweeping outside these hours will be allowed and performed only upon documented authorization by the County Inspector.
- 2.18. Contractor must only sweep Green Valley streets between the hours of 6:00 A.M. and 7:00 P.M., unless directed otherwise by the County Inspector.
- 2.19. Contractor personnel must exercise common sense and good judgment always.
- 2.20. Contractor must inspect sweeping equipment for any hydraulic fluid or fuel leaks prior to performing sweeping services on County roadways.
- 2.21. Any damage to County assets or infrastructure or spills caused by Contractor must be repaired or cleaned up by Contractor at no additional cost to County. Clean up methods must be approved by the County Inspector prior to any cleanup work being performed.
- 2.22. All mobilization costs to unit areas (including the Tres Rios Plant) and debris transfer to maintenance yards/dump sites are considered incidental to the unit price bid by the Contractor for the unit. No additional charges are allowed.
- 2.23. Additional hourly sweeping services (outside of routine sweeping requirements) may be required at various times during normal working hours. Such instances may include pre-sweeping for surface treatments, new subdivisions accepted by Pima County but not yet in the sweeping inventory, or other non-emergency situations that do not require an accelerated response time. The response time for hourly sweeping is one (1) full working day after notification is made. For example, if County notifies Contractor of a need for hourly sweeping, Contractor must start sweeping by Friday morning. The hourly rate will be paid by Pima County from the time the operator of the sweeper leaves Contractor's place of business until the job is completed or a minimum of two (2) hours, at the hourly rate. No hourly rates will be paid unless approved in advance by County.
- 2.24. Emergency sweeping may be required during normal work hours or after normal work hours. Emergency sweeping is defined as sweeping required for occasions or events, such as spills, or auto accidents requiring accelerated response times to protect the safety of the driving public. If the event occurs during normal working hours, County shall pay the hourly rate, from the time the sweeper leaves the previously scheduled work site or parking area until the job is completed. If emergency sweeping is required after work hours, the hourly rate will be paid by County from the time the operator of the sweeper leaves Contractor's place of business until the job is completed or a minimum of two (2) hours, at the hourly rate. Emergency sweeping will be performed upon documented text, phone or email notification by the County Inspector.
- 2.25. If weather occurs that is inclement to the sweeping operations, Contractor will suspend sweeping operations and resume sweeping operations when weather permits.

3. DUMP SITES:

- 3.1. Contractor must pick-up, haul, and dispose of all debris accumulated from sweeping activities pursuant to this contract to pre-determined County owned maintenance yards throughout unincorporated Pima County as specified in **Attachment 2: Dump Sites** (12 pages). All unit prices for the service items must include all mobilization costs and incidentals to haul debris to the pre-determined sites.
- 3.2. Pima County will not provide dump sites for temporary debris storage. Contractor may choose to utilize privately owned sites for the temporary storage and transfer of swept debris. In such instances, Contractor must provide County with a letter from the owner of the land authorizing the Contractor to use the property for temporary debris storage, and that the landowner will hold County harmless. The documentation must be provided prior to any dumping on the site. If and as necessary, County may review the site and approve or reject the location. County will not pay for any cost associated with the dumping and temporary storage of debris at privately owned locations.
- 3.3. Contractor is responsible for obtaining and placement of dumpster(s).

4. TRAFFIC SAFETY:

- 4.1. Traffic flow around the sweeping must be maintained. All sweeping must be accomplished “with” traffic flow instead of opposing traffic. In the event line of sight vision may be impaired, Contractor must use signed and any other approved traffic control devices as necessary and as required and recommended in the most current edition of the Manual on Uniform Traffic Control Devices. Safety is the sole responsibility of Contractor.
- 4.2. Contractor must mount a flashing arrow board on the rear of the pick-up and vacuum sweepers, which must be in conformance with Part VI of the most current edition of the Manual on Uniform Traffic Control Devices.
- 4.3. Contractor must equip all sweepers with strobe or rotating warning lights. This is considered incidental to the safe operation of the sweepers and is not a separate pay item.
- 4.4. All sweepers used in the performance of Contractor’s duties pursuant to this contract must be equipped as specified herein and ready for use within 10 days after the issuance of the notice to proceed. Sweepers that are not properly equipped will not be allowed to begin work until they are properly equipped. This is considered incidental to the safe operation of the sweepers and is not a separate pay item.

5. EQUIPMENT REQUIREMENTS:

- 5.1. Contractor must provide and maintain as many sweepers and other support equipment as noted in this contract, as necessary to perform the work required by County.
- 5.2. Contractor must maintain all sweepers in good working condition and all sweeping equipment must be kept clean and presentable always. The equipment used must be equipped with all necessary safety equipment as noted by the manufacturer, and all safety equipment must be in working condition always, including all arrow boards and rotating or strobe warning lights.
- 5.3. County reserves the right to inspect all sweeping equipment intended to be used by Contractor in the performance of duties required by this contract, prior to issuing a notice to proceed or at any other time as deemed necessary by County.
- 5.4. Contractor must provide County copies of all manufacturers’ operator and maintenance manuals for sweeping equipment and accessories used by Contractor in the performance of duties required by this contract. Contractor must ensure sweeping equipment and accessories perform optimally and in accordance with the manufacturer’s requirements.
- 5.5. County reserves the right to reject any piece of sweeping equipment that does not meet the requirements specified herein until such time that the equipment is properly repaired or replaced and is in conformance to all requirements of this contract. The County Inspector may suspend sweeping operations until all items associated with the maintenance, appearance and sanitary conditions of the equipment are addressed.
- 5.6. County reserves the right to require that Contractor submit documentation to substantiate that Contractor’s operators are qualified and have appropriate State of Arizona licenses required for operation of each piece of equipment used in Contractor’s performance of its duties pursuant to this contract.
- 5.7. Contractor’s equipment used for sweeping operations must have appropriate watering systems to control dust during sweeping operation. Such watering systems must be used during all sweeping operations. Watering is considered incidental to the sweeping service and is not a separate pay item.
- 5.8. Contractor is responsible for obtaining hydrant keys from the City of Tucson.

6. STAFFING & COMMUNICATION:

- 6.1. Contractor must have appropriate means for open communication with County. Contractor’s staff will utilize email and/or a cell phone communication system. Emergency phone numbers and contacts must be provided to County for emergency call outs prior to and performance of work pursuant to this contract. Contractor must also provide PCDOT and RWRD personnel and email address for Contractor.
- 6.2. Contractor must provide a qualified supervisors (Managing Agent) who will be designated in writing by Contractor as Contractor’s representative. The cost of providing a supervisor will be considered incidental to the services and not a separate pay item.
- 6.3. The Contractor’s Managing Agent will be the point of contact with PCDOT and RWRD personnel, coordinating emergency call outs and as needed hourly service, resolving performance issues, attending meeting, submitting reports as specified herein, receiving Delivery Orders, billing and invoices, and supervising Contractor’s sweeping equipment operators.
- 6.4. The Contractor’s Managing Agent will have full authority to act on behalf of the Contractor and all communications given to the Contractor. The Managing Agent must be based in Tucson and available at all times as required to perform adequate supervision and coordination of the work performed pursuant to this contract.
- 6.5. Contractor’s Managing Agent must attend a post-award meeting after the contract has been fully executed.

- 6.6. Contractor must supervise and direct all work and equipment, scheduled, extra or emergency. Contractor will be solely responsible for the means, methods, techniques, sequences, procedures and quality of work performed pursuant to this contract.
- 6.7. The Contractor's Managing Agent must perform daily inspection to verify quality assurance to ensure that all streets have been swept satisfactorily before contacting the County representative to confirm that each unit is complete.
- 6.8. Contractor must provide for open communication with the County through email and by phone with each sweeper.

7. REPORTING REQUIREMENTS:

- 7.1. Contractor must email the County Inspector a list of units or roadways swept at the end of each work shift, identifying the areas and dates that they were completed. Contractor must also email a list of the units or roadways that will be swept during the following work shift, with dates and times. Daily reporting of work performed is critical for evaluating Contractor performance and for final approval by County Inspector required for release of payment.
- 7.2. Contractor must notify the County Inspector via email of where each individual sweeper is working each day.
- 7.3. Contractor must notify the County Inspector if there is a sweeper breakdown or if the sweeper must leave a scheduled or emergency work area prior to the work being completed.
- 7.4. The sweeping schedule approved by the County Inspector must be strictly adhered to and changes made only with the permission of the County Inspector. The County Inspector will notify Contractor when to commence sweeping the units assigned by the sweeping schedule as specified in **Attachment 3: Roadway Sweeping Schedule** (1 page). Approval provided to Contractor by the County Inspector will serve as monthly notice to begin work. The end of the same month will serve as the specified time allowed for completing the work unless previous arrangements have been approved by the County Inspector. County does not guarantee a minimum amount of work per day, per week, or per month.

8. INSPECTIONS & CONTRACT MONITORING:

- 8.1. Each sweeping unit will be inspected by a PCDOT representative within five (5) business day of the unit being swept. A County representative will inspect the units to ensure contract requirements are being met. If found to be unacceptable, the Contractor shall be notified as to what deficiencies exist along with photo evidence of the inspection. Contractor will be provided with a 48-hour notice to correct the conditions. After 48 hours from the date of a notice of deficiency, a follow-up inspection will be performed to verify the corrections have been completed and the site complies with the contractual requirements. If the site still does not meet the minimum requirements the unit will not be eligible for payment for that month.
- 8.2. In the event the service performed remains unsatisfactory and not in accordance with the specifications for more than occurrence of service consecutively, County reserves the right to complete the work to its satisfaction using County resources or by using another Contractor and deduct the cost from monies owed.
- 8.3. The County Inspector may direct the attention of Contractor to unsatisfactory work, but such inspection and remedy will not relieve Contractor from any obligation to provide routine scheduled sweeping services.
- 8.4. Inspection or supervision by County will not be considered as direct control of the individual workman and their work. Direct control will be solely the Contractor's responsibility.
- 8.5. In case of any dispute arising between the County Inspector and Contractor as to the manner of performing work, the County Inspector will have the authority to suspend work until the question and issue can be referred to and decided by the PCDOT or RWRD Division Manager.
- 8.6. County shall, at its option, monitor Contractor's employee's performance on a random and unannounced basis, to verify the proficiency or Contractor's staff by observation, audit of performance and asking questions of Contractor's supervisory personnel. Additionally, Contractor's Managing Agent other appropriate personnel will meet with County personnel upon request to review sweeping performance.

9. COUNTY RESPONSIBILITIES:

- 9.1. County is responsible to cleanup or pick-up or contract for the cleanup or pick-up of any hazardous spills not caused by the actions of Contractor.

10. MEASUREMENT & PAYMENT:

- 10.1. Contractor will provide invoices, including supporting documentation, to the County Inspector on a monthly basis. Supporting documentation for each monthly invoice must include one copy of each approved work report detailing all hourly, emergency, and unit areas swept. Work report will be in a format specified by the County Inspector.
- 10.2. Conditional lien releases from any subcontractor and material supplier will be provided with the monthly invoices, together with unconditional lien release for the previous month's billing. Payment will be made only after completion and acceptance of the work performed and the County's receipt of supporting documents.

- 10.3. Upon acceptance, the County Inspector will forward all required invoice documents to the Finance department for payment.
- 10.4. Measurement will be on the basis of the unit area satisfactorily swept or hours of sweeping satisfactorily completed.
- 10.5. Payment will be made monthly after completion and acceptance of all locations defined within a unit area.
- 10.6. Unit prices will be compensation in full for furnishing all materials, labor, tools, sweeping vehicles, sweeping equipment, dumpsters, debris disposal, traffic control, transport, temporary storage, Ajo travel and appurtenances necessary to complete the work in a satisfactory manner as specified. No additional payment will be made for work related to any item unless specifically indicated in the contract.
- 10.7. The contract does not allow for an overtime rate as a separate pay item.

11. GUARANTEE

- 11.1. Contractor shall guarantee the workmanship and work performed pursuant to this contract complies with the specifications listed herein and conform with the generally accepted procedures, practices and methods that are appropriate for the services provided, as well as all applicable Federal, State, and County laws and regulations.
- 11.2. Any defective workmanship, materials or equipment discovered prior to or during the term of this contract shall be corrected at no expense, and to the satisfaction of County.

12. CLAIMS, DISPUTES & ARBITRATION:

- 12.1. Pima Association of Governments (PAG) Standard Specifications for Public Improvements, 2015 edition, sections 105-18 and 105-19 shall apply to this contract.

END OF EXHIBIT A.