



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: 5/21/19

\* = Mandatory, information must be provided

or Procurement Director Award ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

C & S Sweeping Services, Inc.

**\*Project Title/Description:**

Roadway Sweeping Services

**\*Purpose:**

Award: Master Agreement No. MA-PO-19-188. This Master Agreement is for an initial term of one (1) year in the annual award amount \$370,000.00 and includes four (4) one-year renewal options. Administering Department: Transportation.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. 1900039 was conducted. Two (2) responses were received. Award is to the lowest, responsive and responsible bidder. One certified Small Business Enterprise (SBE) respondent submitted a bid. Five percent (5%) bid preference was considered in the evaluation of low bid. SBE preference was not applied in the determination of the award.

PRCUID: 333980

Attachments: Notice of Recommendation for Award and Master Agreement.

**\*Program Goals/Predicted Outcomes:**

To maintain clean roadway surfaces in accordance with the contracted schedule.

**\*Public Benefit:**

Roadways are swept on a routine basis.

**\*Metrics Available to Measure Performance:**

Transportation Maintenance Operations inspects the Contractor's performance to ensure compliance.

**\*Retroactive:**

No.

TO: COB 05/08/2019

VERS: 1

PGS: 27

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 19-188  
Effective Date: 5/22/19 Termination Date: 5/21/20 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$ 370,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: HURF

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Jennifer Moore, Procurement Officer

Division Manager: \_\_\_\_\_

Department: Procurement May 2019 Telephone: 520.724.8164

Department Director Signature/Date: James Cunningham 5-7-19

Deputy County Administrator Signature/Date: C. P. [Signature] 5/7/19

County Administrator Signature/Date: C. P. [Signature] 5/7/19  
(Required for Board Agenda/Addendum Items)



## **NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: April 30, 2019

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-1900039 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 21, 2019.

Award is recommended to the *lowest, responsive and responsible Bidder*.

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>ANNUAL AWARD AMOUNT</u>
C&S Sweeping Services, Inc.	\$360,213.20	\$370,000.00

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
Diggins & Sons Power Sweeing, Inc. Dbra Diggins Environmental Services	\$382,273.00*

\*Five percent (5%) bid preference was considered in the evaluation of low bid.

Issued by: Jennifer Moore, Procurement Officer

Telephone Number: 520.724.8164

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov).

MNF



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 1900000000000000188

MA Version: 1

Page: 1 of 3

Description: Roadway Sweeping Services

I S S U E R	Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701	T E R M S	Initiation Date: 05-22-2019				
			Expiration Date: 05-21-2020				
	Issued By: JENNIFER MOORE						
	Phone: 5207248164						
	Email: jennifer.moore@pima.gov						
			<table border="1"><tr><td>NTE Amount:</td><td>\$370,000.00</td></tr><tr><td>Used Amount:</td><td>\$0.00</td></tr></table>	NTE Amount:	\$370,000.00	Used Amount:	\$0.00
NTE Amount:	\$370,000.00						
Used Amount:	\$0.00						

V E N D O R	C & S SWEEPING SERVICES INC	Contact: HEATHER DANIELSON
	PO BOX 24479	Phone: 602-252-9471
	PHOENIX AZ 85074-4479	Email: heather@candssweeping.com
		Terms: 1.00 %
		Days: 10

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

### Modification Reason

This Master Agreement is for an initial term of one (1) year in the annual award amount of \$370,000.00 and includes four (4) one-year renewal options.  
Attachment: Offer Agreement

This Master Agreement 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 agreement. All transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

Master Agreement No: 1900000000000000188

MA Version: 1

Page: 2 of 3

Line	Description					
1	Landfill Disposal Fee					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TON	\$42.50			
2	Ajo Landfill Disposal Fee					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TON	\$60.00			
3	Routine hourly sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$65.00			
4	Emergency hourly sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$65.00			
5	District 4A - Every other month sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$208.25			
6	District 2C - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,039.38			
7	District 1D - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,825.00			
8	District 4B - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$892.40			
9	District 1B - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$408.24			
10	District 2A - Every other month sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,950.24			
11	District 5A - Every other month sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$910.46			
12	District 5B - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,638.93			
13	District 1A - Sweeping every other month					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,065.68			
14	District 3A - Every other month sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$473.07			
15	District 3D - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,272.30			
16	District 1C - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$918.13			
17	District 3B - Every other month sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,339.00			
18	District 3I - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,008.43			
19	District 3H - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,246.11			



# MASTER AGREEMENT DETAILS

Master Agreement No: 19000000000000000188

MA Version: 1

Page: 3 of 3

Line	Description					
20	District 1E - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4,224.52			
21	District 3F - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,199.87			
22	District 3E - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,532.65			
23	District 3G - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,486.87			
24	District 6A (Ajo) -Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,246.83			
25	District 3C - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,708.40			
26	District 2B - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,337.50			
27	District 5D - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$704.94			
28	District 5C - Semi-Annual sweeping					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9,426.00			
29	RWRD Tres Rios Plant, Every Other Month					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$900.00			

**OFFER AGREEMENT****1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with **Roadway Sweeping Services** on an "as required basis" by issue of Delivery Order ("DO").

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

This contract will conform to Pima County's Living Wage ordinance.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendment*, *Instructions to Offerors*, *Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:**

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

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

MQ No.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
1	<b>Business License:</b> Contractor must be licensed to do business in Arizona.  <b>Submit a copy of an Arizona business license.</b>	<b>YES <input checked="" type="checkbox"/></b>  <b>Attached is a copy of an Arizona business license with local office address.</b>
2	<b>Local Office and Managing Agent:</b> Throughout the period of this contract, the Contractor will establish and maintain an office/dispatch and an authorized <b>Managing Agent</b> in the Tucson Metropolitan area available twenty-four (24) hours a day, seven (7) days a week and two (2) <b>Sweeping Equipment Operators</b> .	<b>YES <input checked="" type="checkbox"/></b>  <b>Exhibit A is completed containing assigned Managing Agent, Sweeping Equipment Operators current contact information.</b>

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Refer to Exhibit A: Scope of Services.

**5. OFFER ACCEPTANCE AND ORDER RELEASES:**

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

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM 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 MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision 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 the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

**6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued order DO or DOM 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 MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

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

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

**UNIT PRICES (Net 30-day Payment Terms) – Refer to Exhibit B: Unit Prices and Sweeping Schedule**

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 define 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.

Price Warranty. Contractor will give County the benefit of any price reduction before actual time of shipment.

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

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



This section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, diskette or compact disc and file names or identify website address, identifying all other items offered pursuant to this contract to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices must be of similar discount off List Prices for those items specifically defined 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 (Unit Price x Discount % = Discounted Unit Price)
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 defined unit pricing.

Standard payment terms are net thirty (30) days from the date of valid invoice document and do 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.

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

Standard Early Payment Discount Percent: 1 % if payment tendered within 10 Days as above.

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

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

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO, DO or DOM 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 PO, DO or DOM 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. 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 Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO or DOM document.

**Delivery locations:**

Department of Transportation: Pima County Roads defined by Attachment A: Roadway Sweeping Inventory  
Regional Wastewater Reclamation Department: Tres Rios Plant 7101 N Casa Grande Highway Tucson, AZ 85743

Contractor guarantees delivery of product or service in less than two (2) calendar days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

**9. 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 bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

**10. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-1900039 including the Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, 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.

**11. 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. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, personal/advertising injury and products – completed operations.

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

**Workers' Compensation (WC) and Employers' Liability** – Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 and each accident and each person - disease.

**Claim-Made Insurance Coverage** - 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.

**Additional Insurance Requirements:**

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

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

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

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

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

**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.

**Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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

Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**Approval and Modifications:**

The Pima County 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.

**12. PERFORMANCE BOND: N/A**

**13. ACKNOWLEDGEMENT of SOLICITATION AMENDMENT(S):**

Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date
# 1	4-23-19				

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? 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 bid, County will not apply the SBE Preference.

**15. BID/OFFER CERTIFICATION:**

Contractor LEGAL NAME: C&S Sweeping Services, Inc.  
BUSINESS ALSO KNOWN AS: N/A  
MAILING ADDRESS: P.O. Box 24479  
CITY/STATE/ZIP: Phoenix, AZ 85074  
REMIT TO ADDRESS: P.O. Box 24479  
CITY/STATE/ZIP: Phoenix, AZ 85074  
CONTACT PERSON NAME/TITLE: Heather Danielson Ops Mgr.  
PHONE: (602) 602-252-9471 FAX: 602-252-9216  
CONTACT PERSON EMAIL ADDRESS: heather@candssweeping.com  
EMAIL ADDRESS FOR ORDERS & CONTRACTS: heather@candssweeping.com  
CORPORATE HEADQUARTERS ADDRESS: 716 E. Tonto St. Phoenix, AZ 85034  
WEBSITE: Candssweeping.com

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation 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 solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement must constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County 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 solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE: Heather Danielson DATE: 4-26-19  
Heather Danielson, Secretary of Corp  
PRINTED NAME & TITLE OF AUTHORIZED Contractor REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 602-252-9471 heather@candssweeping.com

**County Attorney Contract Approval "As to Form":**

Approved as to form:



Deputy County Attorney

4-30-2019

Date

**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the **evaluation** process. County invites all interested parties to attend the bid opening.

**2. EVALUATION:**

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

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

**3. AWARD NOTICE:**

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

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

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

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

**7. INTERPRETATION and APPLICABLE LAW:**

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

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

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from County in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage.

**10. PACKING:**

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

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration 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 at its sole option and at no cost to County may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless 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 reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

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

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, 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.

**13. 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 with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

**15. PAYMENT TERMS:**

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

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

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

**17. RIGHTS AND REMEDIES OF County FOR DEFAULT:**

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

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

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the 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.

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and 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 State, County and other Public Agency 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 such use. 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> by selecting the link titled *Authorized Use of County Contracts*.

**20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, 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.

**21. INDEMNIFICATION:**

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

**22. UNFAIR COMPETITION AND OTHER LAWS:**

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

**23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services 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 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.

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

**24. ASSIGNMENT:**

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

**25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-503, the pertinent provisions of which are incorporated into and made part of all County MAs or POs as if set forth in full therein.

**26. NON-DISCRIMINATION:**

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

**27. NON-APPROPRIATION OF FUNDS:**

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

**28. PUBLIC 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.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless 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 defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

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



**31. NON-EXCLUSIVE:**

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

**32. PROTESTS:**

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

**33. TERMINATION:**

County reserves the right to terminate any MA, PO, DO, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all Subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of 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 before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT Contractor:**

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

**36. BOOKS AND RECORDS:**

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

**37. COUNTERPARTS:**

The parties may execute the MA 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 MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

**38. AUTHORITY TO CONTRACT:**

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

**39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**40. SUBCONTRACTORS:**

Contractor is fully responsible for all acts and omissions of any Subcontractor and of persons directly or indirectly employed by any Subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons 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.

**41. 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.

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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

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

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

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

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

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

**43. CONTROL OF DATA PROVIDED BY County:**

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless 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.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**EXHIBIT A: Scope of Services**

1. Contractor is responsible to provide in full the furnishing of all materials, staff and 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.
2. This Contract will primarily be used by the Pima County departments of Transportation (DOT) and Regional Wastewater Reclamation (RWRD). Attachments A and B detail the roadways requiring sweeping on a regularly scheduled basis. Other County departments may request sweeping services on an as needed basis.
3. **Communications, Supervision and Equipment Operators**
  - 3.1 The Contractor will have appropriate means for open communications with the County. The Contractor's staff will utilize a pager system, or other similar radio or communication systems. Emergency phone numbers and contacts will be provided for emergency call outs prior to starting work. The Contractor will also provide Pima County DOT Operations Division and RWRD e-mail address for the Contractor. Additionally the Contractor will furnish Pima County Operations Division and RWRD a listing of the Contractor's names of personnel responsible for this contract and a listing of the "chain of command" within the Contractor's organization.
  - 3.2 **Supervision by Contractor:** The Contractor will supervise and direct all work and equipment scheduled, extra, or emergency. The Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures for work.
    - 3.2.1 The Contractor will employ a qualified **supervisor (Managing Agent)** who will be designated in writing by the Contractor as the Contractor's representative. The cost of providing a supervisor will be considered incidental to the bid item in this contract.
    - 3.2.2 The supervisor (Managing Agent) will have full authority to act on behalf of the Contractor and all communications given to the Contractor. The supervisor will be available at all times as required to perform adequate supervision and coordination of the work.
    - 3.2.3 The Contractor's assigned Managing Agent will attend a post award meeting after the contract has been fully executed by both parties. Such date will be communicated to the Contractor at a later time.
    - 3.2.4 The Contractor will assign a Managing Agent responsible for being the point of contact with the County's DOT Operations Manager or his designee, coordinating emergency call-out and as-needed hourly service, resolving performance issues, attending meetings, submitting reports, receiving Delivery Orders, billing and invoices, and supervision of Contractor's Sweeping Equipment Operators.

Managing Agent					
Name (First, Last)	Desirae Danielson				
Office Address	2650 W. Verbena Ave Tucson 85705	Office Phone	520- 622-5326	Cell Phone	602- 350-1719
Email Address	desirae@landssweeping.com				
Emergency Contact Cell Phone#	Desirae Danielson 602-350-1719 Heather Danielson 602-499-2120				

- 3.3 **Equipment Operators:** The Contractor must currently have available, at a minimum two (2) licensed Sweeping Equipment Operators, to perform sweeping services required by this Contract. The Contractor will have appropriate means for open communications with the County. The Contractor's staff will utilize a pager system, or other similar radio or communication systems, with each sweeper. Sweeping Operators will be appropriately licensed for the type of equipment operated, to include CDL or non-CDL license as issued by the Arizona Department of Motor Vehicles.

Sweeping Equipment Operator	
Name (First, Last)	Robert Haslett
Pager/Cell Phone	(C) 520-373-9867
Sweeping Equipment Operator	
Name (First, Last)	Kevin Morse
Pager/Cell Phone	(C) 520-272-6714

4. **Sweeping Practices**

- 4.1 The Contractor will at all times use good sweeping practices and will be responsible to make any and all adjustments to the equipment as needed or as directed by the County. The Contractor will exercise due care so as to prevent spilling, scattering or dropping of refuse through the sweeping activities and will immediately clean up any spillage, dropping, or scattering. Sweeping practices will include, but are not limited to:
- 4.1.1 Positioning gutter brooms at the proper angle and pressure to the gutter line, touching the curb at locations where median or edge line curbing exists.
  - 4.1.2 Level of cleanliness; Contractor will clean all sidewalks and driveways as needed or as requested by the PCDOT inspector or authorized representative due to spilling, scattered or dropping of debris/refuse during sweeping activity. Setting the main broom in a level position to assure debris is picked up. Apply appropriate broom pressure necessary for sweeping conditions.
  - 4.1.3 Adjust water spray nozzles to keep dust, caused by sweeping, to a minimum.
  - 4.1.4 Center dirt reflectors and main drag shoes will be properly maintained and adjusted, or any other device designed for the particular sweeping device being used to direct the debris to the proper pick up broom or to the desired location.
  - 4.1.5 Sweeping speed will be adjusted as necessary to achieve the cleanest possible street, road, median, left or right turn bays to assure the pavement is free of any loose debris.
  - 4.1.6 Common sense and good judgment will be used at all times.
  - 4.1.7 The Contractor will provide and maintain as many sweepers and other support equipment as noted in this contract as necessary to perform the work as required by the County.
  - 4.1.8 The Contractor will maintain all sweepers in good working condition and all sweeping equipment will be kept clean and presentable at all times. The equipment used will be equipped with all necessary safety equipment as noted by the manufacturer and all safety equipment will be in working condition at all times including any and all arrow boards and rotating or strobe warning lights.

- 4.1.9 The County reserves the right to inspect any and all sweeping equipment intended to be used in this contract by the Contractor prior to issuing a notice to proceed or at any other time as deemed necessary by the County.
- 4.1.10 The County also requires that the Contractor provide to the County copies of any and all manufacturers operator and maintenance manuals, for all sweeping equipment and accessories to be used in the performance of this contract. Contractor will ensure sweeping equipment and accessories perform optimally and in accordance with the manufacturers requirements.
- 4.1.11 The County will have the right to reject any piece of sweeping equipment that does not meet the requirements listed above until such time that equipment is properly repaired or replaced and is in conformance to the conditions described above.
- 4.1.12 The County also reserves the right to require documentation that the Contractor has qualified operators and that all operators have the appropriate State of Arizona (Arizona Contracting License) operators' license as required for each piece of equipment used by the operators.

## 5 **Reporting**

- 5.1 The Contractor will submit by noon the following day to the DOT County Inspector via e-mail, a report listing of each road swept for work done on the previous day.
- 5.2 All work will be completed according to **Sweeping Schedule (Exhibit B)**, as directed by the DOT Maintenance Operations Division Manager or his designee and the RWRD authorized designee, as applicable.
- 5.3 Except as may be otherwise approved in writing by the DOT or RWRD authorized representative, the work will be accomplished during the work week, except for official County holidays, and at those hours chosen by the Contractor which have been previously approved by the County.
- 5.4 If inclement weather occurs to the sweeping operations, the Contractor will suspend sweeping operations and resume sweeping operations when weather permits. Emergency sweeping or extra sweeping will be swept on an hourly unit price basis as directed by the County. The **Sweeping Schedule (Exhibit B)** approved by Pima County will be strictly adhered to and changes made only with the permission of the Pima County DOT Operations Division Manager or his designee. The DOT Operations Manager or his designee will notify the Contractor when to commence sweeping the Units assigned by the **Sweeping Schedule (Exhibit B)**. Approval provided to the Contractor by the DOT Operations Manager or his designee **will serve as a 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 Pima County DOT Operations Division Manager or his designee. The County does not guarantee a minimum amount of work per day, per week, or work per month.
- 5.5 The County reserves the right to modify the *Street Sweeping Inventory (Attachment A – DOT and Attachment 2 – RWRD Tres Rios Plant)* and the Sweeping Schedule (Exhibit B) by adding, deleting roads, streets or intersections and the Contractor will be paid per the unit bid price where each addition, deletion or revision occurs. As deemed necessary by the County, the County may increase or decrease the frequency of the street, road or intersection sweeping at no additional unit costs.

## 6 **Traffic Safety**

- 6.1 Traffic flow around the sweeper will be maintained. All sweeping will be accomplished "with" traffic flow instead of opposing traffic. In the event line of sight vision may be impaired, the Contractor will use signs and any other approved traffic control devices as necessary and as required and recommended in the Millennium Edition of the Manual on Uniform Traffic Control Devices.
- 6.2 Pima County **will require** a flashing arrow board mounted on the rear of the pick up and vacuum sweepers and will be in conformance with PART VI of the Millennium Edition on Uniform Traffic Control Devices.
- 6.3 All Sweepers will also be equipped with strobe or rotating warning lights. This is considered incidental to the safe operation of the sweeping operation.
- 6.4 All sweepers used in the performance of this contract will be equipped as noted and ready for use within 10 days after the issuance of the notice to proceed. Sweepers not properly equipped will not be allowed to begin work until the equipment is properly equipped. **This is not a pay item.**

**7 Disposal Sites**

- 7.1 Pima County requires that all regularly scheduled and routine hourly sweeping be disposed of in State permitted solid waste municipal landfills.
- 7.2 Temporary Storage of Debris: Pima County will not provide dump sites for temporary debris storage for use during regularly scheduled, or routine hourly sweeping services. The Contractor may choose to utilize privately owned sites for the temporary storage and transfer of swept debris. The Contractor must provide the County with a letter from the owner of the land authorizing the Contractor to use the property for a Dump Site, and that the land owner will hold the County harmless. This must be done prior to any dumping on the site. If and as necessary, the County may review the site and approve or reject the location. This is not a separate pay item but is inclusive of a Disposal Fee provided in Exhibit B.
- 7.3 Landfill Disposal Receipt: The Contractor will be responsible for pick up and proper disposal of all swept materials in landfills. The Contractor will provide evidence of disposals in landfills with copies of landfill receipts. Copies of receipts will be provided to Pima County each month. Failure to provide copies of landfill receipts may result in termination of this Contract.
- 7.4 Debris Hauling: The Contractor will pick-up and haul all debris accumulated from sweeping county roadways to a legal landfill. Work under this task will include providing all labor, materials, equipment, supplies, travel, etc. necessary to haul swept debris to a licensed landfill for disposal and is inclusive of the Landfill Disposal fee specified on Exhibit B. No other fees will be paid in addition to the Landfill Disposal Fee. The County will not pay for cost associated with the dumping and temporary storage of debris at privately owned locations.

**8 Measurement and Payment**

- 8.1 The Contractor will provide notice of completion of all roads completely swept at the end of each work day. The notice of completion will be given to the DOT Inspector via email or phone call to allow for the timely inspection of the roads swept in any Unit Area.
- 8.1.1 In addition, the Contractor will provide invoices, including supporting documentation, to the Department of Transportation on a monthly basis. Supporting documentation for each monthly invoice includes, landfill receipts and one copy of each approved work report detailing all Unit Areas swept. Work report will be in a format specified by the DOT Maintenance Operations Division Manager or his designee.
- 8.2 Conditional lien releases from any Subcontractors and material suppliers will be provided with the monthly invoices, together with unconditional lien releases for the first previous month's billing. Payment will be made only after completion and acceptance of the work performed and receipt of supporting invoices.
- 8.3 Upon acceptance, the County Department of Transportation, Operations Division will forward all necessary invoice papers to the Finance Department for payment.
- 8.4 Measurement: Measurement will be on the basis of Unit Area satisfactorily cleaned or hours of sweeping satisfactorily completed. Quantities for this work will be paid under the appropriate schedule at the applicable contract price per unit of measurement stipulated by Exhibit B, with no allowance for waste. Payment will be made monthly after completion and acceptance of all locations defined within a Unit Area.
- 8.5 Disposal Fees: The Contractor will be paid at landfill disposal fee, per unit price bid stipulated by Exhibit B. No additional disposal fees will be paid other than what is listed herein. The Contractor will provide, per Disposal Fee pay item, documentation of the amount of debris removed in terms of tonnage. Tonnage will be based on certified scale landfill receipts submitted to the County by the Contractor.
- 8.7 Payment: Payment for various items in Exhibit B: Unit Prices will be compensation in full for furnishing all materials, labor, tools, sweeping vehicles, sweeping equipment, dumpsters, 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 Exhibit B: Unit Prices.

**9 Routine Hourly Sweeping**

Additional sweeping services at an hourly rate 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 routine hourly sweeping is one full working day after notification is made. For

example, if the County notifies on a Wednesday, the Contractor will start sweeping by Friday morning. Payment will be at the hourly bid rate.

NO HOURLY RATES WILL BE PAID UNLESS APPROVED IN ADVANCE BY THE OPERATIONS DIVISION.

- 10 **Billing:** The Contractor will bill the Department of Transportation monthly upon completion and acceptance of the work by the DOT Operations Manager or his designee. Billing will include the unit areas completely and satisfactorily cleaned for that monthly billing period. Regional Wastewater and Reclamation department will be billed upon completion and acceptance of bi-monthly sweeping of the Tres Rios Plant.

11 **Final Acceptance – Department of Transportation**

"Final Acceptance" will mean a written final acceptance of the work by the Operations Division Manager or the Public Works Manager. The Operations Division Manager or the Public Works Manager will make the final acceptance promptly after work has been completed in accordance with the terms and specifications defined herein and after inspection is made.

12 **Equipment**

- 12.1 All street sweeping vehicles must be maintained in good repair, appearance and sanitary condition at all times. The County reserves the right to inspect equipment at any time to ascertain said conditions. The County's representative has the right to suspend sweeping operations until all items associated with the maintenance, appearance, and sanitary conditions are addressed.
- 12.2 All equipment used for sweeping operations will have appropriate watering systems to control dust during sweeping operations. Said watering systems will be used during all sweeping operation. **Watering is not a separate pay item as associated with this item.**
- 12.3 Contractor is responsible for obtaining hydrant keys from the City of Tucson.
- 12.4 Contractor is responsible for the obtainment and placement of dumpster(s).

13 **Miscellaneous**

- 13.1 **Dust Control and Permits:** The Contractor will take whatever steps, procedures, or means to prevent abnormal dust conditions due to his operations in connection with this Contract and, in accordance with the requirements of all applicable air pollution control regulations. All sweeping equipment used by the Contractor will comply with current PM - 10 requirements under dust control and in strict conformance with Pima County Department of Environmental Quality Control. **This is not a pay item.**
- 13.2 **Overtime:** The contract does not allow for an overtime rate as a separate pay item. The Contractor may work in the evening on non-residential streets only after obtaining written permission from the County.
- 13.3 **Inspection:** The DOT County Inspector may direct attention of the Contractor to unsatisfactory work, but such inspection will not relieve the Contractor from any obligation to provide completed work that is satisfactory in every particular.
- 13.3.1 In case of any dispute arising between the DOT County Inspector and the Contractor as to the manner of performing work, the DOT County Inspector will have the authority to suspend the work until the question and issue can be referred to and decided by the Operations Division Manager.
- 13.3.2 DOT County Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications and are not to issue instruction contrary to the plans and specification.
- 13.3.3 DOT County Inspectors will in no case act as foreman or perform other duties for the Contractor or interfere with the management of the work by the Contractor.
- 13.3.4 Inspection or supervision by the County will not be considered as direct control of the individual workman and his work. The direct control will be solely the responsibility of the Contractor's foreman and superintendent.

14. **Guarantee**

14.1 Contractor will guarantee that workmanship and work performed pursuant to this agreement complies with the specifications listed herein and conform to 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.

14.2 Any defective workmanship, materials or equipment discovered prior to or during the term of this contract will be corrected at no expense, and to the satisfaction of Pima County.

15 **Claims and Disputes, and Arbitration**

Pima Association of Governments (PAG) Standard Specifications for Public Improvements, 2015 Edition, Sections 105-18 and 105-19 will apply to this contract.

End of Exhibit A



**EXHIBIT B: UNIT PRICES and SWEEPING SCHEDULE**

DISTRICT #	ITEM # Unit Area	SWEEPING FREQUENCY *see Schedule below	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	1A	Every Other Month Sweeping	6	EA	\$ 2065.68	\$ 12,394.08
	1B	Semi-annual Sweeping	2	EA	\$ 408.24	\$ 816.48
	1C	Semi-annual Sweeping	2	EA	\$ 918.13	\$ 1,836.26
	1D	Semi-annual Sweeping	2	EA	\$ 3825.00	\$ 7,650.00
	1E	Semi-annual Sweeping	2	EA	\$ 4,224.52	\$ 8,449.04
2	2A	Every Other Month Sweeping	6	EA	\$ 1,950.24	\$ 11,701.44
	2B	Semi-annual Sweeping	2	EA	\$ 3,337.50	\$ 6,675.00
	2C	Semi-annual Sweeping	2	EA	\$ 1,039.38	\$ 2,078.76
3	3A	Every Other Month Sweeping	6	EA	\$ 473.07	\$ 2,838.42
	3B	Every Other Month Sweeping	6	EA	\$ 1,339.00	\$ 8,034.00
	3C	Semi-annual Sweeping	2	EA	\$ 3,708.40	\$ 7,416.80
	3D	Semi-annual Sweeping	2	EA	\$ 1,272.30	\$ 2,544.60
	3E	Semi-annual Sweeping	2	EA	\$ 2,532.65	\$ 5,065.30
	3F	Semi-annual Sweeping	2	EA	\$ 3,199.87	\$ 6,399.74
	3G	Semi-annual Sweeping	2	EA	\$ 3,486.87	\$ 6,973.74
	3H	Semi-annual Sweeping	2	EA	\$ 3,246.11	\$ 6,492.22
	3I	Semi-annual Sweeping	2	EA	\$ 2,008.43	\$ 4,016.86
4	4A	Every Other Month Sweeping	6	EA	\$ 208.25	\$ 1,249.50
	4B	Semi-annual Sweeping	2	EA	\$ 892.40	\$ 1,784.80
5	5A	Every Other Month Sweeping	6	EA	\$ 910.46	\$ 5,462.76
	5B	Semi-annual Sweeping	2	EA	\$ 1,638.93	\$ 3,277.86
	5C	Semi-annual Sweeping	2	EA	\$ 9426.00	\$ 18,852.00
	5D	Semi-annual Sweeping	2	EA	\$ 704.94	\$ 1,409.88
6 (AJO)	6A	Semi-annual Sweeping	2	EA	\$ 1246.83	\$ 2,493.66
RWRD Wastewater	7	RWRD Tres Rios Plant, Every Other Month	6	EA	\$ 900.00	\$ 5,400.00
	8	Emergency Hourly Sweeping	60	HR	\$ 65.00	\$ 3,900.00
	9	Routine Hourly Sweeping	600	HR	\$ 65.00	\$ 39,000.00
	10	**Landfill Disposal Fee – all inclusive cost	4,000	Tons	\$ 42.50	\$ 170,000.00
	11	**AJO Disposal Fee – all inclusive cost	100	Tons	\$ 60.00	\$ 6,000.00
Total BID Amount (total items 1-11)						\$ 360,213.20

\*\*Note: Pima County requires all swept materials to be disposed of in State permitted, county or city owned public landfills.

**Exhibit B – Sweeping Schedule**

District	DOT Roadway Sweeping Schedule by District, Unit, and Miles.												Note: This schedule is subject to change.
Unit	October	November	December	January	February	March	April	May	June	July	August	September	Miles/Unit
1A	10.53		10.53		10.53		10.53		10.53		10.53		63.18
1B			6.97						6.97				13.94
1C					8.56						8.56		17.12
1D					33.99						33.99		67.98
1E					32.90						32.90		65.80
2A		18.22		19.22		19.22		19.22		19.22		19.22	115.32
2B		32.52						32.52					65.04
2C			5.63						5.63				11.26
3A	3.44		3.44		3.44		3.44		3.44		3.44		20.64
3B		49.41		49.41		49.41		49.41		49.41		49.41	296.46
3C			31.26						31.26				62.52
3D					9.59						9.59		19.18
3E	27.01						27.01						54.02
3F		28.85						28.85					57.70
3G					24.44						24.44		48.88
3H			18.91						18.67				37.58
3I	17.90						17.90						35.80
4A		0.24		0.24		0.24		0.24		0.24		0.24	1.44
4B		7.86						7.86					15.72
5A	33.44		33.44		33.44		33.44		33.44		33.44		200.64
5B				88.87						88.87			177.74
5C						55.52						55.52	111.04
5D				2.12						2.12			4.24
6A	12.68						12.68						25.36
Month	105.00	133.1	110.18	159.86	156.89	124.39	105.00	138.1	109.94	159.86	156.89	124.39	1588.60
Miles	October	November	December	January	February	March	April	May	June	July	August	September	
RWRD Tres-Rios Roadway Sweeping Schedule – Bi Monthly													30 Miles Tres Rios
Miles	5		5		5		5		5		5		
Month	October	November	December	January	February	March	April	May	June	July	August	September	



PROCUREMENT  
130 W. CONGRESS ST., 3RD FLOOR  
TUCSON, ARIZONA 85701-1317  
TELEPHONE (520) 724-8161, FAX (520) 222-1484

### CERTIFICATION OF LIVING WAGE PAYMENTS

This firm certifies that it will meet all specifications, terms, and conditions contained in the Living Wage Contract Ordinance; **AND** that if labor is subcontracted, subcontractors will be held to the exact terms that are required of this firm.

Yes ☒ No ☐ If no, you must explain all deviations in writing.

Company Name: C&S Sweeping Services, Inc.

Description of Services: Street Sweeping Services, Inc.

Job Location: Pima County



(PLEASE CHECK ONE(S) THAT APPLY)

I do hereby agree to pay all eligible employees working on the above listed contract at least twelve dollars and seventy-eight cents (\$12.78) per hour.

AND/OR



I do hereby agree to pay all eligible employees working on the above contract a wage of no less than eleven dollars and thirty-seven cents (\$11.37) per hour **and** provide health benefits with a monthly value at least as high as the difference between a monthly wage based on twelve dollars and seventy-eight cents (\$12.78) per hour and the requested monthly wage if no less than eleven dollars and thirty-seven cents (\$11.37) per hour. In essence, the **employer paid portion** of benefits must have a *monthly* value of two-hundred forty-four dollars and forty cents (\$244.40). This equals the one dollar and forty-one cents (\$1.41) per hour difference.

Providers Name: N/A

Address: N/A

Phone: N/A Fax: N/A

Plan or Program Number: N/A Type of Benefit: N/A

Total premium paid per month: N/A Amount paid by employee: N/A

(Attach pages if needed for additional providers)

COMPANY NAME: C&S Sweeping Services Inc.

AUTHORIZED SIGNATURE: H. Danielson DATE: 4-26-19

Heather Danielson

PRINTED NAME

Secretary of Corp.

TITLE OF AUTHORIZED