

# COB - BOSAIR FORM

02/11/2026 3:21 PM (MST)

Submitted by Justin.Mink@pima.gov



## 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 SC2600000026

Award Type: Award

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 03/24/2026

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: B&H General Services, Inc DBA Jani-Works Cleaning & Disinfecting (Headquarters: Tucson, AZ)

Project Title / Description: Janitorial Services for Kino Sports Complex

Purpose: Award: Supplier Contract No. SC2600000026. This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$340,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Stadium District - Kino Sports Complex.

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-2500013614 was conducted. Nine (9)] responses were received. Four (4) responses were deemed non-responsive. Award is to the responsive and responsible respondent submitting the highest scoring proposal.

RQID: RQ2500013614

Attachments: Notice of Recommendation for Award and Supplier Contract.

Program Goals/Predicted Outcomes: Provide safe, effective daily cleaning services at Stadium District/Kino Sports Complex offices/buildings and after public events at Stadiums and Parking lots.

Public Benefit and Impact: Continue to maintain public sites and buildings in safe, clean and healthy conditions for use of County employees and Public.

Budget Pillar • Core functions & excellent service

To: COB 3-4-26 (1)  
Vers: 0  
Pgs: 53

Support of Prosperity Initiative: • N/A

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

Metrics Available to Measure Performance: Monthly inspection and ratings for each site as specified in contract.

Retroactive:

NO

### Contract / Award Information

Record Number: SC PO SC2600000026

Document Type: SC

Department Code: PO

Contract Number: SC2600000026

Commencement Date: 03/24/2026

Termination Date: 03/23/2027

Total Expense Amount:

\$340,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: 20240FD

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Procurement

Name: Justin Mink

Telephone: 520-724-8458

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

No

Division Manager/Procurement Officer Signature: Ana Wilber Digitally signed by Ana Wilber  
Date: 2026.02.11 16:02:41 -07'00' Date: \_\_\_\_\_

Procurement Director Signature: Bruce D Collins Digitally signed by Bruce D Collins  
Date: 2026.02.12 17:33:54 -07'00' Date: \_\_\_\_\_

Department Director Signature: *Sarah Horvath* Digitally signed by Sarah Horvath  
Date: 2026.02.13 09:55:40 -07'00' Date: \_\_\_\_\_

Deputy County Administrator Signature: *[Handwritten Signature]* Date: 3-3-2026

County Administrator Signature: *[Handwritten Signature]* Date: 3/3/2026



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: February 13, 2026

The Procurement Department hereby issues formal notice to respondents to Solicitation No. RFP 2500013614 for Janitorial Services at Kino Sports Complex 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 March 24, 2026.

Award is recommended to the highest scoring proposal.

<u>AWARDEE NAME</u>	<u>ANNUAL AWARD AMOUNT</u>
B&H General Services, Inc dba Jani-Works Cleaning and Disinfecting	\$340,000.00 (including sales tax)

**OTHER RESPONDENT NAMES**

Elite Building Services  
Jan Pro Tucson  
ServiceMaster Building Services  
Velociti Services

**NON-RESPONSIVE**

Allied Universal  
Bio-Janitorial Service  
Maria's Professional Cleaning  
The DM Caldwell Corporation

Issued by: Justin Mink, Procurement Officer

Telephone Number: 520-724-8458

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](mailto:SBE@pima.gov).

*AW  
bdc*

**PIMA COUNTY**

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

**Supplier Contract**

Contract Number	SC2600000026
Contract Start Date	03-24-2026
Contract End Date	03-23-2027
Payment Type	Warrant/Check
Buyer	Justin Mink
Phone Number	+1 (520) 7248458
Email	justin.mink@pima.gov

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<b>Supplier:</b>	<b>Contract Name:</b>
Jani-Works Cleaning & Disinfecting 3132 E 46th St Tucson, AZ 85713	Janitorial Services for Kino Sports Complex

<b>Supplier Contact and Payment Terms:</b>	<b>Shipping Method</b>	<b>Delivery Type</b>	<b>FOB</b>
	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	<b>Currency</b>	<b>NTE Amount</b>	<b>Used Amount</b>
Phone: +1 (520) 2259001 Email: harold.valencia@janiworkscleaning.co Terms: Net 30 Days:	USD	340,000.00	0.00

**Contract/Amendment Description:**

This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$340,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer agreement

<b>Catalog Items:</b>					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	Event Center - Aerobics/ Dance Room (1097 SF)	Each	23.14		
2	Event Center - Cardio Room (1112 SF)	Each	23.14		
3	Event Center - Catalina Kitchenette (141 SF)	Each	2.00		
4	Event Center - Catalina Room (1620 SF)	Each	30.00		
5	Event Center - Catering Kitchen (555 SF)	Each	2.00		
6	Event Center - Day Porter (7am - 6pm)	Each	28.50		
7	Event Center - Day Porter Holiday Hours (7am - 6pm)	Each	28.00		
8	Event Center - Evening Porter (After 6pm)	Each	28.50		

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.

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<b>Catalog Items:</b>						
<b>Line #</b>	<b>Item Description</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Stock Code</b>	<b>MPN/VPN</b>	
9	Event Center - Evening Porter Holiday Hours (After 6pm)	Each	28.00			
10	Event Center - Gymnasium (8674 SF)	Each	168.75			
11	Event Center - Laundry Room (194 SF)	Each	5.00			
12	Event Center - Lobby (1746 SF)	Each	30.00			
13	Event Center - Locker Room East (627 SF)	Each	44.00			
14	Event Center - Locker Room West (693 SF)	Each	44.00			
15	Event Center - Men's Restroom (2x per week) (168 SF) (Tues & Thur.)	Each	32.72			
16	Event Center - North Hallway (1507 SF)	Each	27.68			
17	Event Center - Parking Lot North (48,861 SF)	Each	40.00			
18	Event Center - Parking Lot South (110,283 SF)	Each	95.00			
19	Event Center - Recovery Room (90 SF)	Each	2.00			
20	Event Center - Rincon Room (525 SF)	Each	9.50			
21	Event Center - Santa Rita Room (526 SF)	Each	9.50			
22	Event Center - South Hallway (1507 SF)	Each	27.68			
23	Event Center - Training Room (806 SF)	Each	18.50			
24	Event Center - Tucson Room (349 SF) (2x per week) (Tues & Thur.)	Each	32.72			
25	Event Center - Weight Room (1223 SF)	Each	27.68			
26	Event Center - Women's Restroom (2x per week) (168 SF) (Tues & Thur.)	Each	32.72			
27	Main Complex - Day Porter (7am-6pm)	Each	29.00			

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<b>Catalog Items:</b>					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
28	Main Complex - Day Porter Holiday Hours (7am - 6pm)	Each	30.00		
29	Main Complex - Evening Porter (After 6pm)	Each	30.00		
30	Main Complex - Evening Porter Holiday Hours (After 6pm)	Each	30.00		
31	Main Complex - Main Administration Offices - 2 story: Offices and Lobby (2x per week) (6000 SF) (Tues & Thur.)	Each	600.00		
32	Main Complex - Main Complex Annex (2x per week) (1232 SF) (Tues & Thur.)	Each	200.39		
33	Main Complex - Main Complex Corner Outside Restroom (2x per week) (985 SF) (Tues & Thur.)	Each	100.00		
34	Main Complex - Main Complex Shop (2x per week) (42 SF) (Tues & Thur.)	Each	70.00		
35	Main Complex - Main Major Clubhouse (20,000 SF)	Each	175.28		
36	Main Complex - Main Minor Clubhouse (14,000 SF)	Each	153.68		
37	Main Complex - Main Minor Umpires Locker Room Outside (1700 SF)	Each	41.52		
38	Main Complex - Main Quad Restrooms (414 SF)	Each	10.90		
39	Main Complex - Main Stadium Clubhouse (9103 SF)	Each	130.00		
40	Main Complex - Main Stadium Dugout Restrooms (Both Dugout Restrooms)(200 SF)	Each	6.00		

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41	Main Complex - Main Stadium PA Room (339 SF)	Each	6.00			
42	Main Complex - Main Stadium Press Box (1827 SF)	Each	26.86			
43	Main Complex - Main Stadium Umpires Clubhouse (504 SF)	Each	26.86			
44	Main Complex - Main Stadium Visitors Clubhouse (3474 SF)	Each	117.28			
45	Main Complex - Sugar Skulls Office (Once per week) (1200 SF) (Tues or Thur.)	Each	129.00			
46	Main Complex - Veterans Memorial - Event with attendance between 2,501 and 5,000 guests (227,000 SF)	Each	998.40			
47	Main Complex - Veterans Memorial - Event with attendance between 5,001 and 7,500 guests (227,000 SF)	Each	1,000.57			
48	Main Complex - Veterans Memorial - Event with attendance between 7,501 and 10,000 guests (227,000 SF)	Each	1,000.57			
49	Main Complex - Veterans Memorial - Event with attendance of 10,001 guests or more (227,000 SF)	Each	1,000.57			
50	Main Complex - Veterans Memorial - Event with attendance of 2,500 guests or less (227,000 SF)	Each	855.28			
51	North Complex - Coaches I Locker Room (1165 SF)	Each	60.00			

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<b>Catalog Items:</b>					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
52	North Complex - Coaches II Locker Room (524 SF)	Each	45.00		
53	North Complex - Conference Room (1323 SF)	Each	27.68		
54	North Complex - Day Porter (7am - 6pm)	Each	28.50		
55	North Complex - Day Porter Holiday Hours (7am - 6pm)	Each	28.50		
56	North Complex - East Kitchenette (160 SF)	Each	3.50		
57	North Complex - Evening Porter (After 6pm)	Each	28.50		
58	North Complex - Evening Porter Holiday Hours (After 6pm)	Each	23.00		
59	North Complex - Hydro Room (287 SF)	Each	10.00		
60	North Complex - Lobby and Offices (2x per week) (1302 SF) (Tues & Thur.)	Each	125.84		
61	North Complex - Lobby Men's Restroom (2x per week) (168 SF) (Tues & Thur.)	Each	80.00		
62	North Complex - Lobby Women's Restroom (2x per week) (210 SF) (Tues & Thur.)	Each	80.00		
63	North Complex - Lockers Adjacent (117 SF)	Each	3.00		
64	North Complex - Managers Locker Room (249 SF)	Each	45.00		
65	North Complex - North Clubhouse Outdoor Restrooms (2x per week) (985 SF) (Tues & Thur.)	Each	13.84		

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<b>Catalog Items:</b>					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
66	North Complex - North Clubhouse Second Floor (2x per week) (1500 SF) (Tues & Thur.)	Each	95.99		
67	North Complex - North Grandstand (6336 SF)	Each	95.00		
68	North Complex - North Stadium with Restrooms (36,223 SF)	Each	95.00		
69	North Complex - North Wet Areas (629 SF)	Each	27.68		
70	North Complex - Northeast Locker Room (1082 SF)	Each	75.00		
71	North Complex - Northwest Locker Room (1082 SF)	Each	75.00		
72	North Complex - Official Locker Room (603 SF)	Each	27.68		
73	North Complex - South Wet Areas (629 SF)	Each	27.68		
74	North Complex - Southeast Locker Room (1082 SF)	Each	75.00		
75	North Complex - Southwest Locker Room (1082 SF)	Each	75.00		
76	North Complex - Training Room (947 SF)	Each	22.00		
77	North Complex - Weight Room (1768 SF)	Each	45.00		
78	North Complex - West Kitchenette (160 SF)	Each	3.50		
79	South Complex - Day Porter (7am-6pm)	Each	28.50		
80	South Complex - Day Porter Holiday Hours (7am - 6pm)	Each	28.50		
81	South Complex - Evening Porter (After 6pm)	Each	28.50		

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<b>Catalog Items:</b>					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
82	South Complex - Evening Porter Holiday Hours (After 6pm)	Each	28.50		
83	South Complex - Fields - East Pod (81,000 SF)	Each	95.00		
84	South Complex - Fields - West Pod (81,000 SF)	Each	95.00		
85	South Complex - First Aid Room and Restroom (199 SF)	Each	13.58		
86	South Complex - Guest Services Flex Room with hallway (2x per week) (400 SF) (Tues & Thur.)	Each	23.50		
87	South Complex - Guest Services Office (2x per week) (350 SF) (Tues & Thur.)	Each	23.50		
88	South Complex - Guest Services Restroom (2x per week) (51 SF) (Tues & Thur.)	Each	23.50		
89	South Complex - Locker Room East (1226 SF)	Each	35.00		
90	South Complex - Locker Room West (151 SF)	Each	35.00		
91	South Complex - Officials Locker Room East (151 SF)	Each	13.58		
92	South Complex - Officials Locker Room West (151 SF)	Each	13.58		
93	South Complex - Parking Lots (383,000 SF)	Each	350.00		
94	South Complex - Pickleball Courts (45,600 SF)	Each	45.00		
95	South Complex - Promenade (16,650 SF)	Each	28.00		
96	South Complex - Promenade Family Restroom (64 SF)	Each	20.00		

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<b>Catalog Items:</b>						
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN	
97	South Complex - Promenade Men's Restroom (791 SF)	Each	30.00			
98	South Complex - Promenade Picnic Area (10,648 SF)	Each	23.00			
99	South Complex - Promenade Women's Restroom (792 SF)	Each	30.00			
100	South Complex - Remote Restroom Men's East (147 SF)	Each	23.50			
101	South Complex - Remote Restroom Men's West (147 SF)	Each	23.50			
102	South Complex - Remote Restroom Women's East (102 SF)	Each	23.50			
103	South Complex - Remote Restroom Women's West (102 SF)	Each	23.50			
104	South Complex - South Maintenance Shop (2x per week) (1982 SF) (Tues & Thur.)	Each	150.00			

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**OFFER AGREEMENT****1. PURPOSE**

This contract establishes a system-generated form Supplier Contract ("SC") for Contractor to provide Pima County ("County") with Janitorial Services For Kino Sports Complex 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. Please utilize **Exhibit E: Minimum Qualifications Verification Form (1 page)** to complete this process.

Contractor will research the designated Issuing Agency requirements to perform the requested work; will list **currently active** license number(s), Description & Class for the required licenses; and agrees to maintain said license(s) for the term of the contract and to notify County within ten (10) business days of any change in license status.

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK****4.1. General Specifications**

Please refer to **Exhibit A: Scope of Services (29 pages)**.

**4.2. Item Specifications**

All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Proposer must provide manufacturer and Proposer documentation, including and not limited to the following not later than fourteen (14) days after request by County and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and safety data sheets (SDS).

**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.

Proposers must fully complete all Unit Prices provided for in the Documents & Items tab in the BidNet solicitation portal.

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 Requirement

This solicitation is subject to the Pima County living wage requirements as provided in the Pima County Procurement Code section 11.38 which specifies that a living wage requirement be included in County contracts for specific services.

Contractors entering into eligible contracts with Pima County for the covered services shall pay a living wage to their eligible employees for the hours expended providing services to Pima County. Eligible employees shall receive a wage not less than \$16.33 per hour. A contractor may pay its eligible employees a wage of no less

than \$14.70 per hour if the contractor provides health benefits with a monthly value at least as high as the difference between that wage and a monthly wage based on \$16.33 per hour. A link to section 11.38 of the Procurement Code can be found [here](#) for your review and complete compliance. Contractors shall include all costs necessary for complete compliance to the living wage requirement.

In bid preparation, Contractors will need to consider the possibility of increased administrative costs. The following is a brief description of key Living Wage reporting requirements. These are not limited to but include:

**One time reports:** Due at the beginning term of each contract/renewal

- Payroll calendar
- Certificate of Living Wage Payments Form
- Master Listing of employees eligible to work on Pima County jobs
- Listing of Subcontractors to be used (if applicable)

**Staffing Plans, Including Subcontractors (work schedules):** Due prior to work performed to enable the Compliance Officer to rate check and interview employees; If there is not sufficient time prior to performing work, then a plan must be submitted as soon as possible after work is performed:

- Name of employee(s) who will be working
- Where work is performed
- Approximate time-frame work will be performed
- Total approximate hours to be worked
- Revised plan IF any information changed from the original staffing plan

**Payroll Reports:** Must be provided to the Compliance Officer 7 days after EVERY pay period.

- Statement of Compliance
- Payroll Summary Reports:
  - Name of all employees on a Pima County job
  - Total hours worked/rate of pay/gross pay/paycheck number
  - Support documentation for this information
  - Support documentation for this information

**Subcontracted Labor (if applicable):** Packets are required to be submitted to Pima County's Compliance Officer as soon as the Subcontractor is issued payment. This includes:

- A letter signed by subcontractor indicating that laborers associated with the work billed on their attached invoice were paid at or above the Living Wage required rate
- the check number and date which this invoice was paid should be noted
- Attach the appropriate staffing plans (work schedules) of the subcontractor to this invoice. The subcontractor employee payroll check number needs to be noted beside their employee(s) name

**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 to include Discounted Unit Price being offered to County i.e.  $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$ . 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

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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: 0 % if payment tendered within 0 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.

Please refer to **Exhibit B: Kino Sports Complex** (All 3 sheets within the Excel document) for information.

Contractor guarantees delivery of product or service 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.

**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-2500013614 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.

**12.1.4. Professional Liability (E&O) Insurance**

This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

## 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, 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. 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
01	08/24/25	03	09/11/25	05	10/1/25
02	08/28/25	04	09/18/25	06	10/8/25
				07	10/16/25

**14. 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.

15. PROPOSAL/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: B&H GENERAL SERVICES, INC

BUSINESS ALSO KNOWN AS: JANI-WORKS CLEANING & DISINFECTING

MAILING ADDRESS: 3132 E 46th Street

CITY/STATE/ZIP: TUCSON, AZ 85713

REMIT TO ADDRESS: SAME

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT PERSON NAME/TITLE: HAROLD VALENIA

PHONE: 520-225-9001 FAX: \_\_\_\_\_

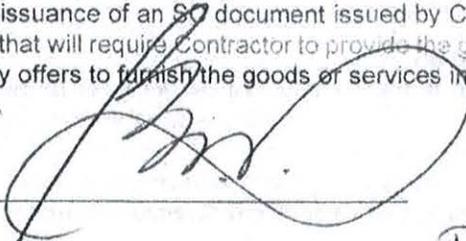
CONTACT PERSON EMAIL ADDRESS: HAROLD.VALENIA@JANIWORXSCLEANING.COM

EMAIL ADDRESS FOR ORDERS & CONTRACTS: INFO@JANIWORXSCLEANING.COM

CORPORATE HEADQUARTERS ADDRESS: 3132 E 46th ST, TUCSON, AZ 85713

WEBSITE: WWW.JANI-WORX.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 SO 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:  DATE: 10/23/25

HAROLD VALENIA PRESIDENT  
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: (520) 225-9001 HAROLD.VALENIA@JANIWORXSCLEANING.COM

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 SERVICES**

**THE FOLLOWING SPECIFICATIONS APPLY TO ALL KINO SPORTS COMPLEX FACILITIES UNLESS OTHERWISE NOTED.**

### **1.1 INTENT**

#### **A. JANITORIAL SERVICES FOR STADIUM DISTRICT FACILITIES:**

To provide a source for janitorial services for Kino Sports Complex/Pima County STADIUM DISTRICT facilities. This is a cost per service/cleaning contract, based on the specifications below. Monthly cleaning of office and operations areas are based on a monthly fee. Cleanable area of the facility is given in approximate square feet. Approximation is based on net cleanable floor square footage, not the gross square footage of the building. Contractor will adhere strictly to the specifications, technical provisions and standards of this Contract. Lack of adherence to these specifications shall be grounds for cancellation of the contract. Event Cleaning is priced based on the attendance at event and Porter hours worked following pricing unit provided.

#### **B. SCOPE OF SERVICES:**

This is a performance contract, requiring cleaning services to meet the expectations of the contract without regard to the number of custodians/hours needed to perform the contract specifications except for those Porter hours required at events. The County requires the Contractor to adhere to the specifications set forth and perform the requirements with expertise, knowledge, and capability with minimal monitoring by County. The Contractor shall perform custodial services for County at multiple locations within the complex and shall provide the necessary personnel, cleaning supplies, paper products, and equipment to clean the specified sites in accordance with the Contract requirements.

### **1.2 JANITORIAL SPECIFICATIONS AND REQUIREMENTS**

#### **A. EQUIPMENT AND MATERIALS MUST MEET SPECIFICATIONS**

The Contractor shall provide the cleaning equipment specified in this contract. The cleaning equipment and product specifications and standards of performance listed shall be considered as the minimum cleaning equipment and product specifications and standard of performance required to perform acceptable services at the facilities listed. County reserves the right to require the Contractor to use cleaning materials conforming to the specifications listed and if the Contractor's cleaning products do not, in the opinion of County, provide effective sanitation and/or cleanliness of the facilities the Contractor will change the products to the satisfaction of County.

#### **B. CONTRACTOR TO FURNISH MATERIALS**

The Contractor will furnish all cleaners, disinfectants, waxes, stripping materials, wastebasket liners, and any other products required to provide the cleaning services specified herein. The Stadium District reserves the right to alter the product if that used by the Contractor shall prove inadequate for Stadium District needs. The Contractor may install his/her own choice of toilet paper dispensers, paper towel dispensers, and soap dispensers at his/her own cost or use those provided by County.

#### **C. CONTRACTOR TO FURNISH SUPPLIES**

The Contractor will provide trash bags, paper towels, toilet tissue, toilet seat covers, and hand soaps. The Contractor shall fill dispensers.

#### **D. SUPPLY SPECIFICATIONS**

1. Paper Towel Dispensers and Towels: Georgia Pacific "Pacific Blue" dispenser. Paper towels: Pacific Blue

2. Toilet Paper Dispensers: "Clean & Soft Super Roll Tissue System. Toilet paper: 8500 Waxie Green Jumbo Super Roll or Waxie 1500 Clean & Soft Super Roll Tissue

3. Hand Soap Dispenser: Waxie Foam Soap System. Soap: 2000ML Anti-microbial Hand Soap 2000

All equivalent supplies must be approved by the County designee.

#### **E. SCHEDULE DEVELOPMENT**

County will work in partnership with the Contractor to develop a working schedule to perform the janitorial services prescribed herein in an efficient and cost-saving manner for both parties. The Contractor shall be responsible for the scheduling of the cleaning requirements specified herein. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day procedures of each Kino Sports Complex facility. County reserves the right to approve, disapprove, and make suggested changes to the schedule set up by the Contractor. The specific cleaning requirements establish the performance expectations. It is understood by the Contractor that the intent of this contract is to supply the complete custodial services for each facility listed.

Contractor shall submit complete work schedules as follows:

One (1) for daily, weekly, monthly scheduled tasks and one (1) for all periodic work (floor waxing, carpet cleaning, power washing). Schedules shall be for each service location and cover one year of service. Daily, weekly, monthly scheduled task schedules will be posted in janitors' closet at each building.

#### **1.3 FLOOR MAINTENANCE**

Regular floor maintenance that includes spray wax, buffing, machine scrubbing, and warm water extraction, etc. is to be performed according to a yearly schedule as outlined in Offer Agreement at no additional cost to County. However, there are certain high traffic areas that will require more frequent cleaning than general areas and which must be reflected in floor maintenance practices and may require some additional cleanings. These additional cleanings shall be at no additional cost. If County determines that insufficient floor care has contributed to the need, otherwise the additional cleaning will be at the contracted price. The Contractor is to provide County with a floor schedule for hard and carpeted floor areas for all buildings for the year. Updates to the floor schedule must be issued to County a week in advance of any changes. New hard surface floors are to be cleaned, sealed, waxed and buffed as part of this schedule at no additional cost to County unless the service constitutes additional work beyond that defined Offer Agreement.

#### **1.4 SERVICE QUALITY AND FREQUENCY**

County is to be the sole judge of said quality and required frequency of services provided herewith. The Kino Sports Complex Director or his/her designee may:

- Stop work when deemed necessary.
- Reject any or all work and/or materials which do not meet contract standards and require the work be redone.
- Direct the work crew Supervisor (when the need arises) to any portion of the required work which may need attention.
- Decide questions and give directions in the execution of the work.
- Whenever any of the above actions are necessary, the Director or his/her designee will work through and cooperate with the Contractor's supervisors.

### **1.5 OPTIMUM STAFFING**

Each facility shall be staffed to maintain optimum conditions of cleanliness. If at any time, the level of cleaning is considered unacceptable by the Kino Sports Complex designee, the Contractor will be required to increase his staff or take whatever measures are required at no additional charge. If a location's condition has been allowed to deteriorate due to inadequate cleaning it is expected that measures will be taken immediately to bring the building back to acceptable standards.

### **1.6 DAY/NIGHT PORTERS**

Porter's duties will be determined by the event. Normal daily routines will include cleaning restrooms, breakrooms, floors, emptying trash, removing recycling materials, dusting, and roving around within the event.

Porters must look neat and clean at all times and must be polite to all Kino Sports Complex employees and members of the Public. Porters will not interrupt other Kino Sports Complex work and must coordinate their efforts with County. Contractor will provide adequate Porters for all Kino Sports Complex events that require them.

The County designee will determine the number of porters needed per event. All porters will report to County designee upon arrival. Contractor must provide timecards for porters which will be signed off by County designee and copies submitted with invoice.

### **1.7 PRE/POST EVENT CLEANING CREWS**

Pre-event cleaning crew: the number of which will be determined by the Contractor, will report to the appropriate location three and a half (3- ½) hours before gates open.

Post event cleaning crew: the number of which will be determined by the Contractor, will report to the appropriate location thirty (30) minutes after the event has concluded.

Cleaning crews are to be polite to all Kino Sports Complex employees, event organizers, volunteers and staff.

### **1.8. NEW BUILDINGS**

When County introduces a new location to the contract the CONTRACTOR will provide a quote for services in line with current pricing assumed to be approximate to other buildings with the same square

footage and service level. The initial cleaning, sealing, waxing and buffing of hard surface floors will not constitute a special charge but will be considered the first instance of the twice-yearly floor maintenance. Any other initial special cleaning (vacuuming, wiping surfaces, etc.) may be charged at the hourly rate in.

## **2.0 CLEANING STANDARDS AND SCHEDULE**

The following standards shall be used by County in evaluating custodial service.

### **2.1 QUALITY STANDARDS & DEFINITIONS**

#### **Asbestos**

This provision serves notice to Contractor of the existence of asbestos on various floors in various Kino Sports Complex facilities. Floors must be cleaned in accordance with the requirements for cleaning asbestos tile (i.e. do not in any way disturb the tile, jar them loose). If tile is found to be loose the County designee is to be notified.

#### **Ash and Trash Receptacles**

All ashtrays and sand urns shall be emptied and cleaned. All trash and waste receptacles shall be emptied and the contents transported to outdoor receptacles provided by County (compactor/dumpster). All receptacles will be washed inside and out at least as necessary to remove any material remaining in the container or any unsightly spots. Plastic liners shall be furnished and installed by the Contractor in all trash receptacles.

#### **Baby Changing Stations**

Baby changing stations in restrooms will be wiped clean with disinfectant.

#### **Buffing of Finished Floor Surfaces**

All references to "buffing" in this work specification shall mean "burnishing." Polymer floor finish shall be thoroughly dry before burnishing. A burnishing machine shall be used, and woodwork, baseboards, walls, and furniture shall not be marred or discolored by the burnishing equipment or materials used. All finished floor areas will be buffed sufficiently for maximum gloss, removal of surface dirt and have a uniform appearance. Only non-skid or approved floor finishes will be used. After buffing the floor must be swept clean of burnishing dust. Propane operated machines may be used in some Kino Sports Complex locations if properly maintained and deemed safe by the County designee. Before using propane equipment Contractor must seek County approval.

#### **Cleaning/Sweeping Cloths**

Once a cleaning or sweeping cloth has been filled to the point of dirt and/or dust falling off or failing to adhere to the cloth, the cloth shall be considered saturated. No dust extraction of cloths will be permitted. No shaking of cloth in any manner or location for the purpose of removing accumulated dirt or dust, or with the intent of reuse or further use of the cloth will be permitted.

#### **Clean Water**

When wet mopping corridors, both mop and rinse water should be changed frequently, whenever it becomes too dirty to be effective for cleaning.

### **Damp Mopping**

A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks debris or standing water. A two bucket system should be used when mopping with soap or disinfectant.

### **Disinfectant**

All mop water used in the process of wet mopping or scrubbing throughout the entire building shall contain a phenolic disinfectant, and disinfectant shall be mixed in the proportions and dilutions required by manufacturer. At no time shall a disinfectant be mixed in a solution containing a detergent or soap solution. Where it is necessary to use detergents and soap solutions to obtain satisfactory cleaning results, then the specified disinfectant will be applied in the rinsing solution.

### **Dispensers**

All dispensers, including sanitary napkin dispensers currently installed in Kino Sports Complex facilities are the property of the complex. Dispensers are to be wiped daily with disinfectant.

### **Drains**

All drains are to be kept thoroughly clean and odor free at all times by using enzymes. Floor drains must have a capful of enzymes poured down them. If a drain is plugged or draining slowly, it should be reported to the Kino Sports Complex.

### **Drinking Fountains**

Clean and polish drinking fountains, removing all calcium and water residue from top, mouthpiece and sides. Spot clean adjacent walls and floor from water splash.

### **Dusting**

A properly dusted surface is free of all dirt and dust, streaks, lint, and cobwebs. Dusting will be accomplished with properly treated cloths. No dry dusting is permitted. Wipe clean all tables, counters, and shelves as well as the tops of cubicles, door jams, files and other open surfaces.

### **Emergency Cleanings**

See Spills, Accidents, Emergency Cleanings in this section.

### **Encapsulation Carpet Cleaning**

This dry foam method may be used to clean carpets but should not be used exclusively and should only be performed by experienced, trained personnel.

### **Extraction Carpet Cleaning**

This process consists of spraying a solution of hot water and detergent into the carpet pile and recovering the water and soil with a powerful vacuum into a holding tank. Stains in carpets will typically need to be pre-treated with stain remover and brush scrubbing. Care must be taken not to use a

solution that will bleach the carpet or cause it to discolor. Care must be taken not to put down too much liquid that extends drying time. Carpets must be dried before the start of the next business day which may require the use of fans or blowers.

### **Fixture Cleaning**

Toilet bowl brushes shall be used only in toilets, urinals and slop (utility) sinks. Abrasives or polishes shall not be applied to fittings or fixtures. Water used in cleaning shall not be allowed to penetrate between the fixtures and the wall. Abrasive type soap or scouring powders shall not be used on porcelain enamel or vitreous-china surfaces. All brass and chrome fittings shall be cleaned daily to remove all foreign matter and to prevent the accumulation of watermarks. All urinal and toilet stall divider partitions and adjacent walls shall be maintained, clean of all foreign matter and wiped down daily with prescribed disinfectant solution.

### **Floor Finish Removal (Stripping)**

Removal is accomplished when surfaces have all finish removed down to the flooring materials, are free of all dirt, stains, deposits, debris, cleaning solution and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pick-up must follow finish removal operation immediately.

### **Finished Floor (Application)**

A floor is satisfactorily finished when all old wax is completely removed, including in corners and along edges and sufficient coats of sealer and wax are properly applied with enough drying time between each coat to assure no streaking, bubbling, or yellowing. The sealer and wax used shall meet the floor manufacturer's specifications.

### **Glass Cleaning**

Glass is clean when all glass surfaces are without streaks, film, deposits and stains, and have a uniformly bright appearance and adjacent surfaces have been wiped clean.

### **Hard Surfaces Floor Finishing**

This task includes stripping, refinishing and/or re-waxing of the hard surfaced floors and shall be performed separately from and in addition to the daily required man-hours. The Contractor shall coordinate the schedule of this task with the County designee. All old wax buildup, especially in corners and along baseboards must be removed. A floor is satisfactorily finished when all old wax has been completely removed, and sufficient coats of sealer and wax have been applied with enough drying time between each coat to assure no streaking, bubbling and yellowing. This will include all vinyl and baseboard areas. After waxing, the floor must be buffed but not before 24 hours have passed.

### **High Traffic Areas**

Areas such as elevator lobbies, front entryways, heavily traveled corridors, service desks, conference rooms and all other high use locations within a building require more frequent cleaning than the standard. The Contractor and the County designee will work together to determine the scope of these areas and the Contractor will provide extra floor work as required at no cost to County.

### **Locking Doors**

Contractor's employees entering or leaving the building after hours shall make sure the doors to the facility are locked at all times. They shall be alert upon entering and leaving buildings that no unauthorized persons are waiting to gain access to the building. Doors shall not be unlocked for anyone at any time, or for any reason. While cleaning buildings, janitor and storage closet doors shall be locked at all times. When cleaning offices interior doors that are found locked should be locked again after cleaning. Those that are found unlocked should remain unlocked.

### **Mats & Inclement Weather**

Some of the Kino Sports Complex buildings have walk off mats at entryways. These mats must be vacuumed or shaken out daily. During inclement weather, additional mats may be placed at building entrances. Day Porters must pay extra attention to entryways during inclement weather and keep the areas dry and clean.

### **Metal Cleaning**

All cleaned metal surfaces should be without deposits or tarnish and with a uniformly bright appearance. The cleaner used is to be removed from adjacent surfaces. Clean and polish all bright work/metal trim removing fingerprints, smudges, water and other marks.

### **Mopping and Scrubbing**

Sweep/dry mop non-carpeted floors, including stairs and landings. Damp mop floors with clean water and solutions required by manufacturer's standards. Remove all foreign substances such as gum or tar. Maximum care will be taken by the Contractor on a daily basis to maintain the highest quality appearance of hard surface floors. String-type mops shall be used to remove dirt and stains that cannot be removed by sweeping or vacuuming. Mild neutral soap solution conforming to the appropriate specifications shall be used as agents to remove the dirt where clear clean water is not sufficient. Floors shall be rinsed clean to remove any soap residue and any dingy or cloudy appearance. Rinse water shall be dried to prevent any standing water from being absorbed into the floor material or seeping into seams of floor coverings. Mop water splashed on baseboards, walls, doors, furniture, and equipment shall be removed immediately. All floors shall be maintained free of black shoe sole scuff marks. Where mopping is on tile or bare concrete floors, sufficient water shall be used to flood the entire floor surface and float any dirt and accumulated waste from the depressions in the flooring. surface with the aid of Such floor surfaces shall likewise be scrubbed with a stiff brush and water, with or without detergent as required. Scrubbing shall be such that all joints are left clean and uniformly colored and free and clear of all accumulated waste. All scrubbing and rinse water shall be removed from floor surfaces by damp mopping.

### **Preparation for Floor Work**

All moveable fixtures, furniture, floor mats and equipment such as desks, chairs, and miscellaneous items on rollers, excluding file cabinets, bookcases, and similar heavy items, shall be moved prior to the application of floor finish and buffing operations and then be replaced to original location. No item will be placed closer than three (3) inches to walls.

### **Pressure Washing**

The Contractor shall use a high-pressure sprayer/washer and hot water, degreaser, bio degradable detergent, or chemical treatment in conjunction with scraper, brushes, etc. to remove gum, grease, oil, and other substances stuck to ceilings, concrete floors, walls, overhangs, walkways, rails, pipes, signs, elevator landings, etc. The objective is to remove as much debris and staining as possible without using harsh chemicals.

### **Plumbing Fixtures and Dispenser Cleaning**

Plumbing fixtures and dispensers are clean when free of all deposits and stains and left without dust, streaks, film, odor or stains.

### **Recycling**

Recycling containers should be emptied from offices on the same schedule as trash containers, taking care to keep the recycling separate from the trash. Some Kino Sports Complex buildings have recycling dumpsters where the recycling materials should be disposed of.

### **Signage for Safety**

Areas with the potential for slip and fall accidents, for example: areas where floor care is in progress or spills have occurred, or are being cleaned up, shall be marked and access to that area blocked to foot traffic. Vendor provided caution signs shall be used as required by OSHA Regulation 1910.144 and 1910.145 at no cost to County. Caution signs must be used during each scheduled cleaning and the area marked and cordoned off with plastic chains connecting the signs. Signs shall be made of rugged plastic, bright color for easy viewing and hinged at top.

### **Spills, Accidents, Emergency Cleanings**

The Contractor will provide emergency pick-up of spillage and other similar minor accidents whether personnel are on site at the time of the occurrence or if personnel must drive directly to the site. Cleaning of Blood Borne Pathogens must be done according to OSHA regulations. Response time to special emergency cleanings is expected to be within 90 minutes of first contact, every day of the week, 8 am to 5 pm. After hours, emergency cleanings should be responded to within 2 hours of first contact.

### **Spot Cleaning**

Spot clean all hard surface walls of fingerprints, dust, soil, gum, etc., using clean water or solutions required by manufacturer's standards. Maximum care will be taken by Contractor on a daily basis to maintain the highest quality appearance of hard surface walls. A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks. Spot clean all interior glass in doors and side glass. Spot clean light switches. Remove fingerprints from switches and adjacent wall. Clean both sides of handles, push plates and kick plates.

### **Spot Cleaning Carpets**

A carpet adequately spot cleaned is free of all stains, deposits, gum, and spills. Care will be taken to use a product that will not harm the carpet fibers and is in accordance with the manufacturer's maintenance guidelines. Spot cleaning of carpets should occur as frequently as necessary to reduce carpet spotting.

### **Sweeping/Vacuuming**

A properly swept floor is free of all dirt, grit, lint and debris, except embedded dirt and grit. Sweeping shall be done in such a manner that no dust is raised. No dust streaks remain, and no dust shall be allowed to remain in the corner, behind doors or furniture, or under furniture, or on stair treads, risers and walls. A properly vacuumed carpet must have dust, lint, dirt and debris removed from within the pile of the carpet as well as the surface. Straw brooms may be used only in sweeping exterior surfaces. Baseboards, doors, walls, furniture and equipment shall not be disfigured, scarred, or damaged by being struck or scraped with sweeping brushes, mops or other equipment. All debris shall be removed to receptacles provided for this purpose outside of the building. All accumulated debris from sweeping shall be removed from the floor surfaces immediately to prevent the tracking of this/her accumulated waste back into previously cleaned areas. A properly swept/vacuumed floor is completely free of all dirt, grit, dust, lint, and dead bugs, staples, paper clips, or any other debris. Vacuuming must be done with a beater bar vacuum. Detail clean/polish all threshold plates and elevator tracks removing soil.

### **Thresholds**

The difficult areas around doors and entryways often are overlooked. They required special stiff scrubbing tools. The threshold plates must be kept clean, along with door jambs and elevator tracks.

### **Trash**

Empty all trash receptacles, spot clean, and replace liners as required. Includes recycling containers. Remove all trash and refuse to designated areas.

### **Trash Enclosures**

Various Kino Sports Complex locations have enclosures for their trash and recycling dumpsters. These areas need to be kept free of debris through weekly sweeping. Contractor should report any misuse of these areas to the complex designee.

### **Vacuum Filters**

Vacuums must use HEPA filters that are individually DOP tested and certified. Additionally, they must meet American National Standards Institute (ANSI) standards Z9.2-1971. High efficiency particulate filters (HEPA) are tested using monodisperse 0.3 micron (um) mass median aerodynamic diameter (MMAD) dioctylphthalate (DOP) aerosol with a maximum acceptable aerosol penetration of 0.03 percent of the challenge concentration.

### **Wall Washing**

After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment the wall will have a uniformly clean appearance, free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be damaged. Hard finish and tile surfaces must be bright, free of film streaks and deposits.

### **Water Fountains**

Descalers remove rust, calcium and lime deposits from aluminum without damaging the surface. Leave the descaler on for time indicated in the manufacturer's instructions. Use damp paper towels to wipe away the descaler. Run water through the mouthpiece to clear it out. Use the brush to scrub the grate covering the drain. Make sure to also scrub around the edge of the grate since mold and mildew can accumulate in this area. Use damp paper towels to wipe the fountain clean.

## **Waterless Urinals**

The urinals must be wiped cleaned with a urinal mop that cannot be used for any other purpose. Water is not to be poured into the urinals for any reason. If the cartridge begins to make a strong odor, is draining slowly, or the blue liquid begins to pool up in the cartridge top, then it needs to be replaced. The janitors will need to tell their supervisors when this occurs so the supervisor will in turn notify County designee.

### **3.1 STANDARD SERVICE**

The most frequent cleaning of the Kino Sports Complex will be the Administrative Offices, South Shop, Annex and North side offices and lobby will be the twice weekly (Tuesdays and Thursdays). The service days may be changed if it is in the best interest of County.

#### **A. DAILY TASKS- BREAK ROOMS AND KITCHENS**

1. Wipe clean and sanitize all counter tops, refrigerators (exterior), tables, chairs, cabinets (exterior), coffee makers (exterior), vending machines, microwave ovens (exterior), exterior of all trash receptacles, soap and paper towel dispensers.
2. Clean, polish and sanitize all (sink) surfaces with disinfectant, wiping excess liquid off faucet and adjacent walls. Polish all.
3. Sweep between and around vending machines, refrigerators, cabinets, etc.
4. Sweep and wet mop with disinfectant non-carpeted floors.
5. Spot clean walls.
6. Spot clean carpets removing stains, deposits, gum, spills.

#### **B. DAILY TASKS- RESTROOMS AND HIGH TRAFFIC AREAS**

1. Sweep, then wet mop floors with disinfectant and clean water, including baseboard. Maximum care will be taken to remove and prevent staining to floor surface and grout. Change water after cleaning each restroom. Spot vacuum areas with carpet as necessary.
2. Disinfect all surfaces including light switches basins, bowls, baby changing stations, toilet seats, and urinals with disinfectant, wiping excess liquid off adjacent walls, fixtures, and partitions.
3. Clean empty restroom dispensers and refill with supplies, making sure that there is no soap residue at spout of dispenser. Remove wrapper from toilet paper. Contractor will not leave extra rolls of toilet paper or paper towels in restrooms.
4. Wash and polish mirror, basin, shelves/counters, bright work, soap dispensers, piping and push plates on doors. Make sure there is no residue build-up anywhere on bright work.
5. Spot clean doors and walls.
6. Thoroughly clean restroom ceramic tile walls removing streaks, smudges and graffiti. Maximum care will be taken to prevent staining to wall tile and grout.

7. Waste receptacles are to be emptied, spot cleaned and liners, provided by Contractor, replaced. Trash is to be removed to pre-designated areas.

8. Showers are to be completely cleaned with disinfectant and free of soap and water residue build up anywhere. If showers are not in daily use, this may be done following the frequency of use but at least once a week.

9. Fill floor drains with water and a capful of enzyme bacterial product daily. Wash all restroom partitions on both sides, including doors, hinges, and partition seams.

10. Empty any exterior, lobby or public area trash cans.

### **C. WEEKLY TASKS – ALL AREAS**

1. Corners and edges of floors will be swept or vacuumed to remove all dirt and dust.

2. Chairs, table legs and baseboards are to be dusted.

3. Thoroughly dust with treated cloth window frames and sills.

4. Dust high and low fixtures.

5. Ensure all walls and corners are free of cobwebs.

6. Clean custodian closet/storage areas to include washing sink, dust mop and wet mop floor, restocking supplies and equipment.

7. Floor mats - remove gum and spots, wash with mild detergent/soap, rinse or extract, and let dry before placing back on floor. Rotate location of like floor mats weekly.

8. Remove lint, dirt and gum from chairs and couches. Spot clean, dust all wall, ceiling, and floor vents.

9. Vacuum entire carpeted area (wall to wall) beyond normal traffic lanes once weekly, includes under and around all furniture. Care shall be taken not to bang walls when moving furniture. Vacuum must be beater brush type.

10. Clean and sweep refuse container area.

11. Remove trash and recyclable.

12. Thoroughly clean all inside glass up to 8 ft. and outside glass at entryways.

13. Wipe down elevator doors, buttons and handrails.

14. Wipe down drinking fountains using disinfectant.

15. Clean thresholds, doorways and elevators.

### **D. MONTHLY TASKS – ALL AREAS**

1. Thoroughly clean all walls, ceiling and floor vents.

2. Spot clean baseboards, removing heel marks and soil

3. Clean interior glass surfaces.

4. Buff/polish non-carpeted floors as required by manufacturer's standards to retain a uniform, bright appearance. Attention will be paid to edges, corners, and behind doors. At all times, the Contractor will use non-slip floor finishes and sweep after buffing

5. Clean and disinfect all water fountains, removing lime deposits.

#### **E. QUARTERLY TASKS**

1. Provide warm water extraction cleaning as needed in high traffic areas or high use area where carpet is extremely soiled, including frequently used conference rooms. Work should be scheduled with County.

#### **F. BI-ANNUAL TASKS (EVERY SIX MONTHS)**

1. Strip hard surface floors and refinish with sealer and floor polish. The floors are to be buffed after waxing. Provide a schedule to County.

2. Warm-water extract carpeted areas. Provide a schedule to County. Must provide adequate time for drying; use fans to speed the process. Encapsulation may be used once a year.

#### **3.1.2 ON DEMAND TASKS**

1. Power wash and make clean outside entryways within the Kino Sports Complex

2. Clean exterior glass on ground floors for all Kino Sports Complex locations.

3. Dust heater/HVAC vents, cobwebs, and other ceiling dust using extenders up to 12 ft.

4. Additional Warm water extraction cleaning of carpets.

5. Additional strip, wax, sealing of hard floors.

6. De-calcify showers and restroom floors in all clubhouses (locker rooms)

#### **3.2 SPECIAL EVENTS**

Kino Sports Complex is used for special events, community fundraisers, concerts, various sport specific leagues, games and competitions. The majority of work before, during and after the events will be on an as needed basis. Contractor will be given as much notice as possible before events and usually not less than two weeks prior to the date. Event times are subject to change. The County designee shall notify the Contractor twenty-four (24) hours in advance of any changes in time.

1. Porter services for events are to be carefully planned by the Contractor in conjunction with the County designee so that adequate staff and supplies are on hand to start and complete the cleaning within the required time of the specific event.

2. Post-event cleaning shall be done as expeditiously as possible, but in all cases no longer than a 24 hour period should be used. The Contractor will have the job completed by the pre-arranged time with Kino Sports Complex. Clean up shall start approximately thirty (30) minutes after an event ends with allowances for delays.

3. Pressure/power washing of all concrete areas, seating areas and/or bleachers is required per event. Clubhouses and other interior spaces are not always used. County will designate when cleaning is required.

4. Before major events, the Contractor may be required to perform a full cleaning of the entire location (being used), this may include all exterior and interior spaces. The pricing for this type of cleaning will be by the man hour per the contracted pricing. The Contractor is expected to use the same or less man hours used in post event cleaning.

5. Contractor is responsible for trash pick-up in parking lots and surrounding areas.

6. Prior to gates opening the pre-event cleaning crew will ensure:

*a. seats are clean, wiping down if necessary*

*b. restrooms are clean and stocked*

*c. trash containers are emptied and have new liners*

*d. exterior areas are clean of debris, trash and water*

7. After gates open and during the event, porters shall by either direct observation or response to a request from Kino Sports Complex staff:

*a. ensure the restrooms are clean and stocked.*

*b. ensure the trash cans are not over-filled*

*c. respond to and clean up spills*

### **3.3 PRE/POST SPECIAL EVENT CLEANING TASKS: VETERANS' MEMORIAL STADIUM, NORTH STADIUM AND CLUBHOUSES**

Clean up shall take place so that field lighting is not required with the exception of scheduled night events or any event followed by a day event. With the approval of the County designee some lights may remain on to facilitate an occasional completion of required clean up. Stadium lights used for cleaning are at the discretion of the County designee and may be billed to the Contractor at a rate of \$50/hour. Tracking of lights used will be the responsibility of the Contractor. Contractor is required to submit a staff schedule to Kino Sports Complex for approval.

Tasks:

1. Blower extraction with Pac Vacuum and sweeping out all garbage, trash and debris in all seating and concourse areas.

2. Remove all trash from site, interior and exterior. Replace liners in trash receptacles and wipe down lids.

3. Power wash with soap and water all fixed seats, seat risers, bleachers, aisles, picnic tables and concrete areas.

4. Hand rails, drinking fountains and turn styles (Veterans' Stadium only) wiped clean and polished.

5. Drains checked and cleaned, removing debris.
6. Remove all trash, litter and food stuff (including peanut shells and sunflower seeds) from seating areas and picnic areas.
7. Remove all trash throughout exterior grounds including parking lots.
8. Vacuum carpeted areas, cleaning removable spots (spills/foot traffic) using dry foam.
9. Clean all Formica surfaces including but not limited to: desks, counter tops, cupboards where applicable- press box, locker rooms, suites, training rooms, ticket offices, first aid etc.
10. Mop and sanitize all tile floors.
11. Wipe clean windows, doors and elevators of all spills, finger prints, stains, dust and dirt.
12. Remove gum from all sidewalks, floors, walk ways and concourse.

### **3.4 RESTROOM AND SHOWER CLEANING PRE/POST SPECIAL EVENTS: STADIUM, NORTH STADIUM, QUAD AND CLUBHOUSES**

1. Clean, sanitize and disinfect all toilets and urinals (all surfaces- inside and outside of toilets and urinals) including plumbing fixtures.
2. Clean, sanitize and disinfect sinks and showers.
2. Clean all mirrors with glass cleaner.
3. Remove trash and replace with new liner (cans and in the wall).
4. Remove all waste in each feminine hygiene waste can.
5. Replenish hand soap and body wash inappropriate dispensers. Product must be kept at sufficient levels.
6. Clean walls, stall partitions, doors and door jams to free them of soiling.
7. Wipe clean all soap and towel dispensers.
8. Clean/polish toilet paper, hand soap and feminine hygiene waste receptacles with products specifically formulated for that purpose.
9. Clean/polish sink and shower fixtures
10. Disinfect light switches.
11. Clean all Formica surfaces including counter tops.
12. Mop and sanitize all tile floors.

### **3.5 CONTRACTOR'S REQUIREMENTS**

#### **A. EMPLOYEE INFORMATION**

The Contractor shall submit a current list of the names, addresses and verification of background check done by your vendor of all employees who will perform work under this contract. Changes in the employment list shall be reported to the County designee no less than twenty-four (24) hours before the changes become effective.

#### **B. EMPLOYEE TRAINING**

The Contractor shall provide appropriate training for employees prior to the beginning of service under this Contract to ensure competent performance of the work during scheduled hours. The Contractor shall provide, when submitting names of employees, documentation of type and amount of training received by each employee, to include training in use of the SDS, HAZMAT, and the handling of blood borne pathogens. Documentation confirming each employees training is to be available for County to view at any time. This information is due within thirty days of contract startup and will be updated monthly.

#### **C. EMPLOYEE ASSIGNMENT**

The Contractor hereby agrees that any of its employees who may be assigned to County to satisfy Contractor's obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no other custodial work at Kino Sports Complex locations.

#### **D. FLOOR CREWS**

All floor crew workers will be familiar with and able to identify all types of flooring, related chemicals, techniques, and equipment. At no time shall the floor crew be interrupted in their work routine, nor will they fill-in for absentee staff (Custodians) unless the County designee approves of said activity in advance. Floor crew will be responsible to conduct inspections of their own work for quality assurance when they have finished each task (e.g.: inspecting for consistency, making sure all items that have been moved are back in their original location, etc.).

#### **E. SUPERVISOR(S)**

All supervisors must have full understanding of the County contractual agreement with their employer. The supervisor shall have authority to act as an agent of the Contractor in their absence, and must make sure all contract specifications are met.

#### **F. ADDITIONAL SERVICES PROVIDED**

In the event that the Kino Sports Complex Director or his/her designee may deem necessary other custodial services, in addition to or separate from the services specified herein, the Contractor may be requested to perform the additional or special service. The Contractor will be reimbursed by County based on the contracted rates.

#### **G. CONFIDENTIALITY – HIPAA**

Vendor employees may work in areas where personal and private health information may be visible or overheard. Under no circumstances is this information to be shared or discussed or retained.

### **3.6 EMPLOYEE IDENTIFICATION AND BUILDING ACCESS**

## **A. UNIFORMS**

All employees are to be in uniforms that bear company name or logo while on County property. The uniform must consist of shirt or apron that is easily identifiable and marked with Contractor name and logo. If jackets or sweaters are worn, they must bear clearly the company identification. Uniforms are to be approved by the Kino Sports Complex designee and are not to be dirty, stained, or torn. Employees shall not wear colors or clothing associated with gangs or any other clothing that could be deemed offensive. Open-toed shoes, shorts, skirts, dresses are not acceptable. All Contractor personnel including supervisors must wear uniforms while on-site.

## **B. ACCESS DURING BUSINESS HOURS ONLY**

Access to each location shall be as directed by the Kino Sports Complex Director or his/her designee. Contractor's employees are not authorized access other than during scheduled hours for custodial services.

## **C. AUTHORIZED EMPLOYEES ONLY ALLOWED ON PREMISES**

Only authorized Contractor employees are allowed on the premises of Kino Sport Complex. Contractor's employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee.

## **D. TUCSON OFFICE**

The Contractor is required to maintain an office in Tucson, Arizona; open during normal daytime working hours to fully facilitate the management of the contract, the setting up and maintenance of periodic cleaning schedules, the reception and distribution of supplies, and the maintenance of other systems necessary to properly manage the contract. This office must be fully established and operational 30 days before initiation of the contract.

## **E. PERSONNEL SECURITY CHECK BY CONTRACTOR**

The Contractor is expected to perform a security check of their own new hires and certify that the employees being placed in County locations do not have a history of violent crime or theft. It is expected that all employees are legal residents with the legal right to work in the United States.

## **3.7 SECURITY CLEARANCES**

The Contractor is responsible for obtaining security clearances for any work that may require it. County may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:

- Conviction of a felony
- Conviction of a misdemeanor (not including traffic or parking violation)
- Any outstanding warrants (including traffic and parking violations)
- A person currently on parole or probation
- A person currently involved in an investigation

### **3.8 HAZARDOUS MATERIALS MANAGEMENT PROGRAM**

#### **A. ASBESTOS**

This provision serves as notice to Contractor of the existence of asbestos on various floors in various Kino Sports Complex locations. The Contractor shall not remove any ceiling tiles in Complex locations for any reason.

#### **B. COMPLIANCE WITH LAWS**

The Contractor shall comply with all local, state and federal rules and regulations related to environmental protection and safety requirements including, but not limited to the following:

- Title 29, Code of Federal Regulations, Parts 1910, Occupational Safety and Health.
- HIPAA health privacy rules.
- Title 40, Code of Federal Regulations, Environmental Protection.
- State OSHA, Arizona State standards identical to federal standards: 29CFR 1910.1001 and 1926.58, Asbestos; 1910.1200, Hazard Communication; 1910.1028, Benzene; 1910.7 Safety Training or Certification of Certain Workplace Equipment and Materials; 1910.1000, Air Contaminants; 1910.120 Hazardous Waste Operations and Emergency Response, and 1030 Blood borne pathogens.
- State ADEQ, Arizona Administrative Code, Title 18, Arizona Revised Statutes, Title 49. • Pima County Facilities Management Safety Requirements: In order to ensure County that the Contractor is complying with the intent of the regulations stated in this section, as they related to the use of hazardous materials, hazardous wastes, and other similarly defined (in those regulations) substances used on the Sites, the Contractor shall demonstrate they have a Hazardous Materials Management Program that includes, as a minimum, but is not limited to the requirements specified herein. The interest of County are that accidental spills, site contamination, and injury of personnel on the sites are avoided.

County will not enforce suspected violations of the rules and regulations referenced above. However, County will notify Contractor of suspected violations. If, in the opinion of County, Contractor fails to address the suspected violations in a timely and appropriate manner, the County Director will notify federal, state and/or local regulatory agencies, report the suspected violations to them, and request that they inspect the Contractor's operations. Any fines that may be levied against County for violations committed on the sites by Contractor as well as any costs to County associated with cleanup of materials, shall be reimbursed immediately by the Contractor. All documents required by the program shall be made available to Pima County Facilities Management Safety Officer immediately upon request.

- Any hazardous waste, as defined in any of the above listed regulations, generated by the Contractor shall be the responsibility of Contractor. If the Contractor is using a substance that generates a hazardous waste stream, Contractor shall obtain an EPA identification number, listing the Contractor's name and address as the generator of the hazardous waste. The Contractor shall be responsible for the identification, analysis, profiling, transport and disposal of hazardous wastes generated. The identification number can be obtained from the Arizona Department of Environmental Quality (ADEQ). This number shall be provided prior to providing services, or before any hazardous materials that would

create hazardous waste are brought onto the site, whichever date is earlier, and shall be available upon request.

### **C. HAZARDOUS MATERIALS INVENTORY**

1. Contractor shall develop and provide to Pima County Facilities Management Safety Officer a complete inventory of products containing hazardous materials that will be located/used on site. The inventory shall include the name of the product, manufacturer, container size(s), number of containers and the minimum and maximum volume of hazardous materials in concentrations greater than 0.1% for carcinogens (as defined in 29CFR part 1910.1200D4) and 1.0% for all other that are being stored and/or used on or intended to be stored on site. The Contractor shall also provide to County a description of the processes and/or procedures in which any of the chemicals on this list are used.

2. The inventory will be updated immediately when new materials are delivered to or taken from the site. New products must be approved for use by the County designee by providing a copy of the product's SDS for review and approval.

3. Potential Hazardous Waste Inventory: Contractor shall separately develop and keep updated a list of hazardous materials that meet any of the following criteria:

- Has a flash point of less than 140 degrees F.
- Has a pH less than 2 or greater than 12.5.
- Contains any chemical listed in Title 40 CFR, part 261 regardless of quantity.
- Contains any chemical listed in the CERCLA list regardless of quantity.
- Contains any chemical whose NFPA/HMIS rating is 3 or 4.

### **D. SDS NOTEBOOKS**

Contractor shall maintain a notebook containing current (dated within the past three years or verified as most current by manufacturer) Safety Data Sheets (SDS) for all materials being at each Complex location whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor's on-site storage area. The notebook must be kept up-to-date as materials are brought onto and removed from the site. A complete copy of the SDS notebook with updates shall also be provided to the County.

### **E. EMERGENCY SPILL RESPONSE PLAN**

Contractor shall determine whether products selected could require an emergency spill response plan for any hazardous material used. If such determination is made, a plan for directing employees in the proper response procedures must be submitted. At a minimum, the response plan must address the following minimum information:

- Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
- Notification procedures.
- Response coordination procedures between Contractor and STADIUM DISTRICT.

- Provide a site plan showing the location of stored hazardous materials and location of spill containment/response equipment.
- Provide a written description of the training provided to the Contractor's employees.

#### **F. HAZARDOUS MATERIALS STORAGE AND LABELING SPECIFICATIONS**

Contractor shall, to the satisfaction of the Pima County Risk Management Safety Officer, properly and safely store all hazardous materials, which shall include, as a minimum, the following:

- Have a designated storage site for hazardous material that includes secondary containment.
- Provide signage approved by the Pima County Risk Management Safety Officer clearly identifying the hazardous materials storage site. Signage must be in a language understood by County employees and Contractor's on-site employees.
- All hazardous materials containers must be labeled according to OSHA requirements, and bear applicable NFPA or HMIS labels.

#### **G. NON HAZARDOUS MATERIALS LABELING SPECIFICATIONS**

The Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the site, the County designee will notify the Contractor and the Contractor will, within one hour, clearly label the container or remove it from the site. Any containers that are filled from larger containers must also be labeled.

#### **H. OFFSITE STORAGE OF HAZARDOUS MATERIALS**

County strongly encourages storage of hazardous materials off site until the materials are needed on-site.

#### **I. HAZARDOUS MATERIALS MANAGEMENT PROGRAM DOCUMENTATION**

The Contractor shall make all required documentation available immediately upon request of Pima County Facilities Management Safety Officer. The Contractor's safety representative will be available to meet with Pima County Risk Management Safety Officer to review the Contractor's Hazardous Materials Program documents, procedures, and inspect the on-site storage and Job Site to insure the requirements specified herein are being complied with. The Contractor shall also provide the Safety Officer with copies of all permits obtained from environmental regulatory agencies.

#### **J. CONTRACTOR TRAINING REQUIREMENTS**

1. The Contractor shall provide requested copies of the company's written Hazardous Communication Program that satisfies requirements listed under Sections e., f., g., and h. of 29 CFR 1910.1200, Hazard Communication, to County.
2. Prior to their assignment, the worker, will be fully trained and will be familiar with what is expected of them (e.g.: from intent, to finished job) as well as being familiar with all chemicals they are to use, (e.g.: the ability to name the product and its appropriate use) and how to use and read an SDS and where they are located. Workers will also be aware of how to dilute the chemical(s) they will use and what surfaces they should be used on. The employee will know how to clean their assigned area and be familiar with

how an area should appear after they have completed their work (e.g.: proper chair placement, table and counter-top cleaning, hand print removal, proper spillage on any number of common surfaces). The employee will be trained on how to clean, open, and restock all dispensers within Kino Sports Complex.

3. All employees, including supervisors assigned to work in the Kino Sports Complex will be provided no less than two (2) hours training on hazardous materials and asbestos in a language they understand. Attendance records of employees shall be signed and dated by each of those in attendance and a copy of said record, certified by the Contractor as being true and correct must be submitted to the Kino Sports Complex Director or designee prior to employee's first work date.

4. Employees will be trained in the proper handling of blood borne pathogens.

### **3.9 KINO SPORTS COMPLEX NOT RESPONSIBLE FOR CONTRACTOR'S EQUIPMENT**

County does not assume responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by County.

### **3.10 CONTRACT REASSIGNMENTS**

Contractor may not assign, subcontract, sell, or franchise any part or all of the contract without the express written approval of the Board of Supervisors, except for those services listed here;

1. Power Washing of entry ways and external walls
2. Washing of external windows
3. Deep cleaning of carpets

Any attempt by Contractor to assign, subcontract, sell or franchise any performance of this agreement without consent of County shall be null and void and shall constitute a breach of this agreement.

### **3.11 LAWS AND REGULATIONS**

#### **A. OSHA GUIDELINE COMPLIANCE**

##### **1. SAFETY DATA SHEETS:**

Contractor must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's SDS must be provided to the County designee prior to the product being used in any facility.

The SDS must be in compliance with OSHA Regulation 1910.1200, paragraph g.

##### **2. LABELING OF HAZARDOUS MATERIALS**

Contractor shall comply with OSHA Regulation 1919.1200 paragraph f, concerning the labeling of all chemical containers.

##### **3. OSHA GUIDELINES BLOOD PATHOGENS**

Contractor shall comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor

shall be responsible for compliance on date of Contract acceptance and shall provide proof to the County designee.

**B. HAZARD COMMUNICATION COMPLIANCE**

Proof of compliance with OSHA regulation 1920.1200 Hazard Communication, shall be provided to the Kino Sports Complex Director or designee upon commencement of this Contract, and reviewed by the Facilities Management Department’s Safety Officer.

**C. FAILURE TO COMPLY WITH LAWS**

Failure of the Contractor or their employees to comply with all applicable laws, regulations and rules shall permit County to immediately terminate a resultant contract without liability.

**3.12 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH**

Each installment or lot of this agreement is dependent on every other installment or lot, and a delivery of non-conforming goods/services, or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole. In the event of a breach, County may effect the conditions of DEFAULT of the General Bidding Instructions and Conditions of Purchase.

**3.13 PROPERTY DAMAGE**

Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage beyond normal wear and tear, caused by Contractor’s maintenance activities. Repair and restoration shall be to the satisfaction of County. Any repair or restoration of these damages shall be performed at no cost to County and under the direction of Pima County Facilities Management.

**3.14 DAILY REPORTS ON FACILITY MAINTENANCE CONDITIONS**

Contractor will submit a report to the County designee on the following information within twenty four (24) hours:

- Faulty fixtures or building conditions requiring repairs or replacement (examples: leaking sinks and toilets).
- Broken, worn out or damaged areas that require repair, replacement, or other changes (for example: loose tile that may present a safety hazard).

**3.15 DEFAULT**

Repeated incidents of unsatisfactory cleaning performance, shortage of hours, or failure to comply with other terms of the contract will result in a recommendation for termination for default by the Kino Sports Complex Director.

- If the Contractor receives more than a total of 12 unsatisfactory performance notices during any twelve (12) month period, the contract may be automatically terminated for default. County will give Contractor notice when Contractor has received ten (10) notifications.

- Termination for default for any portion of the contract shall result in termination of the entire contract for default.

### **3.16 ADDITIONAL STADIUM DISTRICT REQUESTED CUSTODIAL SERVICES**

In the event that other custodial services, in addition to or separate from the services specified herein, may be deemed necessary by the Kino Sports Complex Director or designee, the Contractor may be requested to perform the additional or special service. The Contractor will be reimbursed by the County on the basis of the current agreed upon unit prices.

### **3.17 CONTRACTOR'S PERFORMANCE**

#### **A. REQUIREMENTS**

The custodial Contractor shall furnish all necessary trained personnel, supervision, scheduling, equipment and tools (and maintenance), cleaning chemicals, supplies, and other accessories required to perform the custodial services at Kino Sports Complex designated in the scope of the contract. All work shall be performed in strict accordance with the conditions, provisions, standards and specifications described herein.

#### **B. PERSONNEL CONDUCT**

Contractor personnel while on duty or near County, shall maintain themselves in an orderly and respectable manner. Excessive and unnecessary noise and boisterousness will not be tolerated and shall be grounds for requiring the dismissal of any such employee. The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, any employee who endangers persons or property or whose continued employment under this contract is inconsistent with the interest of Pima County.

#### **C. QUALITY AND ACCEPTABILITY OF WORK**

The Kino Sports Complex Director or his/her designee shall decide all questions that may arise as to the quality and acceptability of any work performed under the resultant contract. If, in the opinion of the Director, or his/her designee, performance becomes unsatisfactory, the County shall notify the Contractor, its authorized representatives or agents.

#### **D. CONTACTING THE CONTRACTOR**

##### **1. 24 Hour Contact**

The Contractor must provide a telephone number or numbers that are answered anytime during the week and holidays, twenty-four (24) hours a day, and the Contractor must respond within sixty (60) minutes of the originating call. The Contractor's telephone number must be free of charge for County use. The Contractor shall provide a Tucson Project Manager and a Tucson Alternate Project Manager as the main point of contact for the Complex.

##### **2. Project Manager and Alternate Project Manager**

The Contractor shall provide a Project Manager and an Alternate Project Manager to work with County. The Project Manager and the Alternate Project Manager will be the individuals who will be responsible

for the Complex work and who will be available to respond specifically to the contractual and cleaning issues. The Project Manager and the Alternate Project Manager will be well versed in the County contract and Kino Sports Complex in order to be able to quickly and fully respond to questions or needs relating to Contractor's services. At no time will County be without a point of contact for all Contractor services. The Project Manager or the Alternate Project Manager will be available weekly for inspections accompanied by the County designee.

#### **E. UNSATISFACTORY CLEANING PERFORMANCE**

Upon notice of unsatisfactory cleaning performance, the Contractor will have one (1) hour from that time to initiate corrective action in any specific instance of unsatisfactory cleaning performance. In the event the Contractor has not responded in the allotted sixty (60) minutes to telephone contact, or the Contractor has not initiated corrective action for the unsatisfactory cleaning performance within one (1) hour time frame after notification as described above, County has the right to immediately complete the work to its satisfaction, through the use of County employees at a rate equal to the employee's hourly rate plus twenty-percent (20%) for County administrative costs, or through use of outside Contractor(s) at the rate charged to the County plus twenty-percent (20%) and shall deduct that amount from any balance due or which may become due to the Contractor.

#### **F. LIQUIDATED DAMAGES**

If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the actual damages to County will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to County as fixed, agreed, and liquidated damages, the amount of \$100 per occurrence of unsatisfactory performance, or 20 cents per square foot for floor work. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond their control and without the fault or negligence of the Contractor.

#### **G. ASSIGNED LABOR HOURS**

The Contractor shall submit a list of the minimum daily number of man-hours per service day, week, month proposed for each facility within the complex and the number of management hours associated with each of those facilities. This information will be used for discussion relating to cleaning expectations at start of the contract.

#### **H. VALUE OF EACH MAN-HOUR**

The "value of each man-hour" is determined by the hourly rate of the daily scheduled staff. In the instance where Day Porter or Night Porter services are not rendered the monthly invoice will be adjusted for the reduction in man-hours at the site.

#### **I. VALUE OF EACH MAN-HOUR- HOLIDAYS**

The Kino Sports Complex will occasionally require custodial services for special events on **some** County recognized holidays. The "value of each man-hour" is determined by the Contractor's **holiday** hourly rate of the daily scheduled staff. In the instance where Day Porter or Night Porter services are not rendered the monthly invoice will be adjusted for the reduction in man-hours at the site.

## **J. SHORTAGE OF CLEANING SUPPLIES**

Should the Contractor not furnish the proper supplies, County will notify the contractor and may make a one-time purchase of the needed supplies and charge them against the Contractor's invoice at the Complex' cost plus twenty percent (20%). If the Contractor does not provide proper supplies after this action, then the Contractor will be in danger of default.

## **K. APPEAL OF DEDUCTION, ADJUSTMENT, OR APPLICATION OF LIQUIDATED DAMAGES**

The Contractor may appeal a County determination of deduction of, or adjustment of, or application of liquidated damages to monies from the Contractor's invoice. Such an appeal must be in writing to the Kino Sports Complex Director within ten (10) business days from the date of the County's written notice of deduction, adjustment, or application of liquidated damages.

### **3.18 EMPLOYEE STRIKES**

If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at Kino Sports Complex that results in the curtailment or discontinuation of services performed hereunder, County shall have the right during such period to perform the services of the Contractor using such material or equipment used by Contractor, the use of which will be reimbursed to the Contractor, less wear and tear.

### **3.19 SUPERVISION**

Contractor shall provide on-site supervision for each shift of work to assure competent performance of the work during the scheduled hours. In addition, the Contractor, or authorized agent will make daily routine inspections to ensure that the work is performed as required by this contract. After large events in the Veterans Memorial Stadium a supervisor must follow up with an on-site inspection that includes a County designee to assure the facility has been completely cleaned.

### **3.20 INSPECTIONS**

The County designee will conduct frequent random inspections of the areas covered under this contract. Feedback on necessary improvements will be provided to the vendor.

### **3.21 SAMPLES/DEMONSTRATION**

The Contractor shall be required to furnish a list of products and equipment to be used at each facility. Any sample(s) submitted and/or demonstrated shall create and express warranty that the whole of the goods/services shall conform to the submittal. All samples become the property of the County unless designated otherwise by the Contractor.

### **3.22 TELEPHONE SERVICE**

#### **A. BUSINESS USE OF COUNTY'S TELEPHONES**

The Contractor shall be allowed job-related use of County telephones at no cost to Contractor as designated by County for use. The Contractor will pay any cost or repair damage caused by Contractor to the telephone equipment over and above normal wear and tear. No toll charges will be allowed by Contractor's employees. Contractor will reimburse any toll charges to County.

## **B. EMERGENCY NUMBERS**

A list of emergency telephone numbers shall be maintained at the work locations by the Contractor and will include the Police, Sheriff, and Fire Departments as well as Emergency County contacts especially the Central Plant.

### **3.23 ENERGY CONSERVATION AND SECURITY**

The Contractor shall practice energy conservation and turn off lights in unoccupied areas, except where centrally controlled, and shall keep windows and doors closed. All outside doors are to be kept locked except for those used for the removal of trash from the buildings. All lights and doors inside the facilities will be left as found - if locked, locked; if open, open. Locations will be cleaned in sections so that large portions of the facilities are not left open at the same time. Many buildings will not have HVAC or heating after hours.

It is a requirement that Kino Sports Complex locations be cleaned as much as possible during daylight hours to conserve energy. Some sites have specific hours they may be cleaned. The Contractor must follow the energy conservation guidelines.

### **3.24 STORAGE SPACE**

The Contractor may store supplies, materials and equipment in storage areas on Kino Sports Complex premises as designated by the Kino Sports Complex Director or designee. The Contractor agrees to keep its portion of this storage area in accordance with all applicable fire regulations. The use of Complex storage facilities will be on a space available basis and subject to the approval of the Director. If shelves are not present in any facility, Contractor will furnish and supply shelves for orderly storage of supplies within twenty (20) days of the date the contract is signed by the Board of Supervisors. Shelves shall be supplied with paper goods within five (5) days of contract start date. Contractor supplies kept on site are not to exceed the allowable storage space provided by the Complex. Supplies delivered to Kino Sports Complex by Contractor's vendors are the responsibility of the Contractor. County employees will not be held responsible for the receipt of janitorial supplies.

### **3.25 KEY/SECURITY ACCESS CARD**

#### **A. SIGNATURE REQUIRED**

The Contractor will be required to sign for each key and/or security access card issued to the Contractor. The Contractor is responsible for reporting the loss of any keys.

#### **B. REPLACEMENT CHARGE**

To reimburse County for the cost of replacement, the Contractor will pay \$20.00 each for the cost of having a duplicate key made to replace a lost key and \$25.00 for replacement of an access card.

#### **C. CHANGE/REPLACEMENT OF LOCKS**

If a breach of security results from the loss of keys, requiring that locks be changed or re-keyed, Contractor will reimburse the County at a rate of \$35.00 for each lock. Such charge will be deducted from any payment owed to the Contractor.

#### **D. SPECIAL KEY PROCEDURES**

In some instances, keys will need to be signed out and returned daily. The Contractor will ensure that all employees follow the procedures for key use and security at each site.

### **3.26 WORK WEEK**

#### **A. NORMAL WORK WEEK**

The normal work week will be Monday through Friday, excluding County holidays. The Contractor shall perform janitorial services during the days and times specified unless other arrangements are approved by County.

#### **B. HOURS OF SERVICE**

Custodial services shall be performed in the hours called for in Offer Agreement. For events requiring service at night, every effort must be made to reduce electrical usage by keeping lights off except for those needed to clean.

### **3.27 WORK SCHEDULE**

Contractor for initial year of contract will develop a work schedule set on an annual calendar identifying tasks and frequency of work as well as the anticipated minimum man-hours expected at every site. The schedule shall be subject to the Kino Sports Complex Director approval. Any significant changes shall be reported to the County designee immediately when they occur. If there is a known lapse in service, the Contractor will provide an explanation of why the work was not completed and plans for getting the work back on schedule. For subsequent years of the contract, the floor schedule must be maintained and shared with the Complex.

### **3.28 FLOOR SPACE**

All floor space at each facility is applicable for cleaning services unless specifically exempted. If the cleanable space in a building changes the Contractor and County will arrive at new pricing for the building based on the percentage of square footage but allowing for minimal overhead costs.

### **3.29 DELIVERIES**

Contractor's employees are specifically prohibited from signing or acknowledging receipt of deliveries to County.

### **3.30 RECYCLING PROGRAM**

The County has a recycling program for most offices. Appropriately sized and clearly marked containers are stationed in some locations. The Contractor will empty these containers as directed and requested by the Complex. Containers inside offices must be cleaned, if necessary (inside and out) if they become soiled. As necessary, Contractor will empty trash from recycle containers in order to restore container to recycling program standards. Trash is to be disposed of in the same manner as other trash from the facility. Recyclable items include various types of paper, boxes, computer paper, shredded paper, and plastic bottles. Recycle totes do not require liners.

### **3.31 PRE START-UP MEETING AND START-UP**

#### **A. START-UP MEETING**

The successful Contractor(s) shall be required to attend a start-up meeting with Kino Sports Complex staff no less than two (2) weeks prior to the contract start date. Such meetings may include a walk-through of each facility.

#### **B. START-UP**

A Contractor supervisor shall be on-site to orient new employees the first day of the agreement. Throughout the entire agreement period, a Contractor supervisor shall be on-site to orient employees the first day of all Contractor new hires or employees newly assigned to a specific location.

#### **3.32 ADDITIONS, DELETIONS, CHANGES**

County reserves the right to add, delete, or change an item or items or any portion of an item of the agreement with a fifteen (15) day notice to the Contractor. Additions and deletions will result in an added or deleted cost to the service fee that is in keeping with the contracted prices of that item or like item. Changes that go to the agreement shall result in alteration of the fee, which is consistent with the original proposal prices. Such additions, deletions, or changes shall not invalidate the contract; and the Contractor agrees to perform the work as altered, the same as if it had been part of the original agreement.

The addition and subtraction of square footage to be cleaned should be calculated as the cost per sq. ft. for the same or like structure. If some unusual requirements are added or subtracted, the Contractor and County will come to a mutual agreement on the financial adjustment.

#### **3.33 END OF CONTRACT REVIEW**

##### **A. WALK THROUGH**

Approximately ten (10) days prior to the end of the contract, the Contractor's representative and the County representative will schedule a walk through inspection of the facilities to review cleanliness.

##### **B. CLEANLINESS STATUS**

If the cleanliness level of a facility is below that of the cleanliness standards established by the terms, conditions and provisions of the contract, County will hold the last monthly payment for that facility until the cleanliness standards are met.

#### **3.34 SAFETY MEASURES**

The Contractor must ensure that all employees and representatives are trained to recognize and understand the Universal Safety Symbols. The Contractor shall ensure all equipment, tools and supplies are used in accordance with manufacturer's instructions and safety practices.

#### **3.35 QUARTERLY REVIEWS**

A management representative of the successful Contractor will attend a quarterly compliance review with the County designee to discuss the results of 3 months of inspections and cleaning performance at all Complex locations. The goal of the meeting will be to find areas for improvement and methods for achieving them, the site of the meetings to be mutually agreed upon.

#### **3.36 EXPERTISE**

Contractor shall be required to provide training, consultation and expertise (where appropriate) to Kino Sports Complex in all areas of cleaning.

### **3.37 RECORDS**

If Contractor's records, books and other documents relevant to this contract are not sufficient to support and document that allowable services were provided, Contractor shall reimburse County for the services not so adequately supported and documented.

### **3.38 ADDITIONAL COSTS FOR INACCURATE INVOICES**

Contractor is required to submit accurate invoices. Submission of incorrect data (e.g. quotes and equipment and software, invoices, etc.) requires additional costs for County to review and verify. Contractor will pay any and all such additional costs at the hourly rate of twenty five (\$25.00) dollars per hour to the County designee plus 20% to cover administrative costs. County may deduct such additional costs from any amount County owes Contractor.

### **3.39 RIGHTS IN DATA**

County shall have the use of data and reports resulting from this contract without additional costs or other restrictions except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this contract and to the performance hereunder.

### **3.40 DELIVERY**

County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery, and a price differential will be charged against Contractor.

### **3.41 OFFSET FOR DAMAGES**

In addition to all other remedies at Law or Equality, County may offset from any money due to the Contractor any amount Contractor owes to County for damages resulting from breach or deficiencies in performance under this contract.

### **3.42 PRICE REDUCTIONS**

Contractor agrees to guarantee County is receiving the lowest prices offered by Contractor to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period Contractor offers a lower price to another customer and notification is not made of the price reduction to County, upon discovery, County may reserve the right to take any of the following actions:

- Cancel the contract, if it is currently in effect.
- Determine the amount that County was overcharged and submit a request for refund from Contractor for that amount.

### **3.43 TRAINING ON COUNTY SITES**

County is not to be used as Contractor training opportunities. No training is to be conducted in Complex locations without prior written approval by the Kino Sports Complex Director.

### **3.44 ALTERATION OF WORK**

County reserves the right to make alterations in specific work hours as may be found necessary or desirable. Such changes shall not invalidate the Contract nor release the surety and the Contractor agrees to perform the work as altered.

### **3.45 INVOICING**

At the end of each month, and after satisfactory completion of janitorial services, invoicing shall be submitted to County designee via email and MUST include the following: Contract Number/Invoice Number, Month/Year services performed, a detailed list by facility/event of the number, the total number of hours and the number of hours per individual (assigned) with the contracted dollar amount for each individual and the grand total without tax. Copies of the portering timecard should be attached to the invoice. Additional Services must be on a separate invoice (i.e. power washing, chair cleaning, etc.) An invoice that does not have all the required information as listed above will be sent back for corrections, delaying payment to the contractor.

**END OF EXHIBIT A**



**PROCUREMENT**  
 150 W. CONGRESS ST., 5th FLOOR  
 TUCSON, ARIZONA 85701  
 TELEPHONE (520) 724-8161, FAX (520) 724-3646

**CERTIFICATION OF LIVING WAGE PAYMENTS**  
**Effective upon contract renewal in 2025**

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: JANIWORKS CLEANING & DISINFECTING

Description of Services: JANITORIAL SERVICES

Job Location: PIMA COUNTY - KIND SPORT CENTER



(PLEASE CHECK ONE(S) THAT APPLY)

I do hereby agree to pay all eligible employees working on the above listed contract at least sixteen dollars and thirty-three cents (\$16.33) per hour.

AND/OR



I do hereby agree to pay all eligible employees working on the above contract a wage of no less than fourteen dollars and seventy cents (\$14.70) per hour **and** provide health benefits with a monthly value at least as high as the difference between a monthly wage based on sixteen dollars and thirty-three cents (\$16.33) per hour and the requested monthly wage if no less than fourteen dollars and seventy cents (\$14.70) per hour. In essence, the **employer paid portion** of benefits must have a *monthly* value of two-hundred eighty-two dollars and fifty-three cents (\$282.53). This equals the one dollar and sixty-three cents (\$1.63) per hour difference.

Providers Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Plan or Program Number: \_\_\_\_\_ Type of Benefit: \_\_\_\_\_

Total premium paid per month: \_\_\_\_\_ Amount paid by employee: \_\_\_\_\_

(Attach pages if needed for additional providers)

COMPANY NAME: JANIWORKS CLEANING & DISINFECTING

AUTHORIZED SIGNATURE:  DATE: 10/23/25

HAROLD VALENCIA

PRINTED NAME

PRESIDENT

TITLE OF AUTHORIZED

Revised 10/29/2024

End of Exhibit F.