



**PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)**

**Solicitation Number:** 221189

**Title:** YSI SONDES PARTS

**DUE IN AND OPENS:** JULY 12, 2016 AT OR BEFORE 2:00 P.M. LOCAL ARIZONA TIME (MST)

**Submit Bid to:**

Pima County Procurement Department  
130 West Congress, 3rd Floor, Receptionist  
Tucson, Arizona 85701

**Pre-Bid Conference:**

**JUNE 28, 2016 AT 10:00 A.M., LOCAL ARIZONA TIME (MST)**

Pima County Procurement Department  
130 West Congress, 3rd Floor  
Tucson, Arizona 85701

**SOLICITATION:** Pima County is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

**GENERAL DESCRIPTION:** Pima County is seeking bids for YSI Sondes Parts in the estimated annual amount of \$30,000.00, per specifications defined herein. SBE preferences will apply.

You may download a full copy of this solicitation at [www.pima.gov/procure/ifbrfp.htm](http://www.pima.gov/procure/ifbrfp.htm) by selecting the solicitation number. Respondents are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda. Prospective Respondents may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A Pre-Bid Conference will be held for the purpose of clarifying requirements and answering prospective respondent questions. It is the responsibility of Prospective Respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Bids shall be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Bidders must complete and return those documents identified in the Instruction to Bidders Submission of Bids instruction.

Bids may not be withdrawn for ninety (90) days after opening except as allowed by Pima County Procurement Code.

Bonds are not required.

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

Questions and Deviation Requests shall be submitted in writing to Procurement Department, Attention: Ana Wilber. All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation. *Due in and Opens Date* may not be answered.

Fax: (520) 791-6508    email: [ana.wilber@pima.gov](mailto:ana.wilber@pima.gov)

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

**VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.**

Ana Wilber, CASPP, CPPB  
Commodity/Contracts Officer

**Publish:** The Territorial: June 22, 23, 24, & 27, 2016

**INSTRUCTIONS TO BIDDERS (3 PAGES)**

FAILURE TO COMPLY MAY CAUSE THE BID TO BE IMPROPERLY EVALUATED OR DEEMED NON-RESPONSIVE

**1. PREPARATION OF RESPONSES**

All bids shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the bid. Typewritten responses are **preferred**.

All bids shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid. Surety, if required by this solicitation, may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

**2. OFFER AGREEMENT (Contract) Form YSI Sondes Parts/19 Pages**

The attached or referenced Offer Agreement when completed, signed and submitted by the Offeror is a binding offer that results in a legal contract when accepted and executed by Pima County as defined by this solicitation. The Offer Agreement document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation.

**Contractor Minimum Qualifications:**

Contractor Minimum Qualifications are intended to establish the respondent's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract the Offeror shall submit with the Offer Agreement all documents specified in article 3. *Contractor Minimum Qualifications* of the Offer Agreement. If requested by article 3, the Offeror shall denote in article 3 of the Offer Agreement the license numbers/descriptions and other information requested.

**Unit Prices & Bid Certification:**

Respondents shall fully complete and sign article 7. *Compensation & Payment* and article 15. *Bid/Offer Certification* sections of the Offer Agreement utilizing the forms provided by this solicitation.

Unless otherwise stated, a Unit Price shall be given for all items defined by the Offer Agreement Unit Prices schedule. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should seller during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to Pima County ("COUNTY"), that seller shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by respondent shall include all costs required to implement and actively conduct and document cost control and reduction activities. Taxes applied to the unit price and legally applicable to Pima County purchase transactions shall be separately invoiced and not included in the item unit price. Unit Prices shall include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), no additional payments will be invoiced or paid. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days.

COUNTY reserves the right to question, clarify and correct obvious errors.

**3. SPECIFICATIONS & DEVIATIONS**

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids, evaluation of bids and to efficiently support the subsequent ordering, invoicing and payment processes.

Items included in the bid shall satisfy all specifications and requirements set forth by the County's Offer Agreement. Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified by the County's Offer Agreement. Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk.

Deviation requests shall specifically document and clearly illustrate the deviation to the specification, or the requirement, set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests shall be submitted as soon as is possible and not less than 8 days prior to the solicitation due date else they may not be answered or addressed

Acceptance or rejection of any deviation request shall be at the sole discretion of the County and will be made in writing by the County via specific addendum of the solicitation and Offer Agreement as applicable. Respondents shall complete article 13. *Acknowledgement of Solicitation Addenda* of the Offer Agreement prior to submission.

Bidders are advised that conditional offers or notations on the documents submitted that do not conform to or that request exceptions to the published solicitation and addenda may be considered non-responsive and not evaluated.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified.

Manufacturer and Contractor documentation, including and not limited to the following shall be provided by the successful respondent not later than 14 days after request by the 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 material safety data sheets (MSDS).

#### **4. SUBMISSION OF BIDS**

Submissions are binding offers and will result in a binding contract upon acceptance by Pima County by issue of a properly executed contract document referencing said offer.

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. Respondents are to complete, execute and submit one original of the following bid documents:

- A) OFFER AGREEMENT, Contractor's Minimum Qualifications, Bid Schedule/ Unit Prices and any documents or media defining other items within the scope of the agreement with Unit Prices and Discount Percentages, or Discounted Prices if offered; Provide Addenda acknowledgement, tax, contact information & Pima County Standard Terms and Conditions.**
- B) Document to support the "green" program(s) the contractor has implemented per BOS Resolution 2007-84 described on page 3 of the offer agreement form.**
- C) Insurance Certificate.** Insurance Certification Documents will be required within two weeks from the date the Notice of Recommendation for Award is posted on the Pima County website.

Bids must be received and time stamped at the specified location at or before the Bid Due Date/Time as defined by the *Invitation for Bid*. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Bids and modifications received after the Bid Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Bid Due Date/Time.

Bids must be signed by an authorized agent of the respondent and submitted in a sealed envelope marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Bid Due Date/Time specified by the *Invitation for Bid*.

Bids and modifications received after the *Due In & Opens* date and time will not be accepted. Facsimiles of bids will not be accepted.

Failure to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may cause for the respondent's bid to be rejected as *non-responsive* and not evaluated.

#### **5. COMPLIANCE WITH AGREEMENT**

County will execute an agreement with the successful respondent by issue of a Master Agreement (MA) or Purchase Order or contract. The respondent agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

**6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)**

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

Pima County protest procedures are defined by Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website.

**7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS**

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement shall govern.

**8. VENDOR RECORD MAINTENANCE**

By submitting a response to this solicitation, the submitter agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

**9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

Any contract funded in any amount with federal funds is not eligible for this preference.

For those bids that do not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the bid amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, or Lump Sum, as bid.

**To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate** which may be acquired from the City of Tucson; Department of Procurement, (520) 837-4000, 225 W Alameda, 6th Floor, Tucson, AZ 85726-7210. Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: [http://www.tucsonprocurement.com/bidders\\_SBE.aspx](http://www.tucsonprocurement.com/bidders_SBE.aspx)

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at **(520) 724-8465** for assistance or further information.

**END OF INSTRUCTIONS TO BIDDERS**  
**(Revised April 29, 2015)**

**OFFER AGREEMENT (19 PAGES)**

**1. INTENT:**

This document is intended to establish an “As Required” indefinite delivery/indefinite quantity (IDIQ) “Master Agreement” to provide Pima County (“County”) with such quantities of YSI Sondes Parts as County may order from time to time by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County. It is the intent of the County to award a single No Substitute Contract for all items listed in this solicitation. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Contractor will receive compensation when goods are delivered as per the terms of the purchase order issued against the agreement.

The resulting agreement will be used exclusively by the Regional Wastewater Reclamation Department (RWRD) of Pima County.

All Goods and Services offered or provided pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

The initial term of the agreement will be for a one-year period and includes four (4) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA) document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the amendment will be binding upon the parties, effective on the date of issuance.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract. Contractor also certifies that it has been in the business of providing this product for a minimum of three consecutive years including the current year.

**CONTRACTOR’S MINIMUM QUALIFICATIONS - MARK RESPONSE** (Failure to mark answer may result in the offer being deemed non-responsive).

This contractor certifies they are competent, willing and responsible for providing the products in accordance with all requirements of the solicitation and this Offer Agreement.	Yes	No
Contractor has been in the business of supplying Sondes Parts for a minimum of three consecutive years including the current year.	Yes	No
Contractor is an authorized factory distributor for Sondes Parts.	Yes	No

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

The Contractor will provide YSI Sondes Parts as required by RWRD. Alternative or substitute parts will not be accepted. This is a no-substitute solicitation. The YSI Sondes Parts include, but are not limited, to those items listed in the Bid Schedule/Unit Prices table under Section 7 of this Offer Agreement.

Contractor should include what “green” programs they have implemented per *BOS Resolution 2007-84* below. The following are examples from Specifications for *BOS Resolution 2007-84* and Vendor should include with submission of paperwork a statement outlining what ‘green’ programs, if any, have been implemented that may include, but not be limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

Other areas of conservation should include:

- Contractor should dispose of chemicals appropriately so as not to disrupt the ecology of the soil, water, or air in the area.
- Contractor shall recycle as many items as possible including office paper, corrugated paperboard (aka cardboard) boxes and sheet, chip board boxes and sheet, plastics, aluminum and steel cans/containers, etc.
- Contractor should provide to the consumer as many environmentally preferable products as possible.
- Contractor should modify business practices to decrease air, water and ground pollution.
- Contractor should use as many environmentally preferable items as possible, ie. Items that do not impact the environment such as 30-100% post-consumer recycled content, processed chlorine free (PCF) paper; Energy Star equipment and appliances; remanufactured, low air emission paint; low volatile organic compound (VOC) water based adhesives and paint; zero formaldehyde emitting composite wood products; odorless and non-toxic water based markers, etc. the company's daily operations.
- Contractor should modify business practices to conserve energy and water use,
- Contractor/Contractor should purchase eco-friendly supplies whenever possible including office supplies.

Requirements if services are provided at any of the RWRD Facilities:

- All Contractor and subcontractor's personnel must attend a plant safety briefing prior to work activities on RWRD Plant sites. Contractor will contact the County employee designated as the RWRD Treatment Point of Contact to schedule safety briefing.
- Contractor's personnel are required to sign in with the Plant Site Administration Office immediately upon arrival at any RWRD facility and report to the County employee designated as the Point of Contact.
- RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license or passport.
- Contractor must wear an ID pass at all times while on plant site, and return ID pass upon leaving the facility to Plant Site Administration Office.
- Upon leaving the facility at the end of each day, the Contractor must check out with the County designated Point of Contact and leave a copy of work ticket(s).
- Contractor will be required to provide their own Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but be not limited to hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection and hearing protection.
- Contractor's vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the vendor name or a sign displayed in the front window is acceptable. Decals smaller than 8.5 inches by 11 inches will not be accepted.
- Contractor's personnel shall be designated by an easily identifiable company shirt or badge worn at all times while on-site.
- Upon daily completion of the work performed by the contractor, the contractor shall remove all construction debris from the site and leave the area as found. All debris shall be disposed of by the Contractor at the Contractor's expense. All materials, tools, equipment, etc. shall be removed or safely stored.
- The County is not responsible for theft or damage to Contractor's property.
- All possible safety hazards to workers or the public shall be corrected immediately. Work site shall be left in a safe condition at the end of each workday.
- Contractor must provide all their own personnel, materials, tools and equipment to perform the necessary inspections/repairs at no additional cost to Pima County.
- Contractor must have OSHA compliant lock-out/tag-out and confined space programs and adhere to procedures at all times.
- Contractor shall be responsible for the safety of their employees at all times.
- All chemicals used on RWRD Treatment Facilities require the Contractor to submit the SDS to the RWRD Treatment Point of Contact for approval prior to application.
- The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. This will include any leakage or deposits left by contractor's vehicles.
- Vendor shall be responsible for the safety of their employees at all times.

All unit pricing shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation. Transportation costs shall be included in the unit price. Unit price shall include travel time or miles within a one hundred and fifty (150) mile radius of downtown Tucson (130 W. Congress). Travel time, fuel surcharges, trip charges and other fees will NOT be paid as a separate line item regardless of where the vendor's business location or employees' starting location is at the time work is required.

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

County will accept offers and execute contracts by issue of a Master Agreement (MA) (Recurring requirements) to be effective on the document's date of issue without further action by either party. The Master Agreement (MA) will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.**

**Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) or Delivery Order Maximo (DOM) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO) or Delivery Order Maximo (DOM).**

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

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

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

**7. COMPENSATION & PAYMENT:**

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

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

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

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

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

Standard Early Payment Discount Percent: \_\_\_\_\_% if payment tendered within \_\_\_\_\_ Days as above

The Master Agreement (MA) or Purchase Order (PO) issued to accept Contractor's offer will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted *Order* for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

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

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

Quantities referred to are estimated quantities. County reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed County's order. 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 goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount billed in an untimely manner or which is not conforming to County's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**(THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)**

**BID SCHEDULE/UNIT PRICES (Net 30 day Payment Terms)****All unit prices shall be filled in. Failure to do so shall be cause for rejection as non-responsive.**

Line #	Description	Sondes Part Number	Unit Price	Qty.	UOM	Extended Total
1	10 ft Vented Field Cable	063380		1	EA	
2	50 ft Field Cable	006092		1	EA	
3	6103 MS-8 Dust Cover - Caps connector when not in use	006103		1	EA	
4	6151-AF Port Plug Kit - Large	616151		1	EA	
5	6161-AF Port Plug Kit - Small	616161		1	EA	
6	6189-AF Copper Tape Kit	616189		1	EA	
7	8 ft Field Cable	006090		1	EA	
8	Ammonium Probe - Fresh Water Only, - "NH4"	006883		1	EA	
9	Anti-fouling Wiper Kit, Optical Probes -Includes 2 blocks with pads and 20 additional pads	616625		1	EA	
10	Battery Pack Kit - Rechargeable, 120V, - Includes charger, battery pack & cable adapter	655209		1	EA	
11	Battery Pack Kit - Rechargeable, 240V	655396		1	EA	
12	Blue-Green Algae Sensor - PC Phycocyanin, - Fresh Water	606131		1	EA	
13	Cal Cable - 10 ft, Low Cost, - Dry use only	006067		1	EA	
14	Calibration & Storage Chamber,- Multi-purpose,non-extended, -Transparent w/removable bottom. - DO NOT USE FOR TURBIDITY CALIBRATION	060906		1	EA	
15	Calibration & Storage Chamber,- Multi-purpose,non-extended,- Transparent w/removable bottom. - DO NOT USE FOR TURBIDITY CALIBRATION	069286		1	EA	
16	Cap Membrane Kit 1.00 Mil Teflon (6 each), includes electrolyte (black cap)	059880		1	EA	
17	Cap Membrane Kit 1.25 Mil PE (6 each), includes electrolyte (yellow cap)	605306		1	EA	
18	Cap Membrane Kit 2.00 Mil PE(6 each), includes electrolyte (blue cap)	605307		1	EA	
19	Carrying Case, - Large, Hard-Sided- Fits instrument & any cable	606930		1	EA	
20	Chloride ISE	605105		1	EA	
21	Chloride Probe - Fresh Water Only, - "Cl-"	006882		1	EA	
22	Dessicant Canister Kit - Vented level, long term monitoring	006109		1	EA	

23	Dessicant Cartridge Kit - For vented level	006108		1	EA	
24	DO/Temp 10-meter cable assembly	60520-10		1	EA	
25	DO/Temp 1-meter cable assembly	60520-1		1	EA	
26	DO/Temp 4-meter cable assembly	60520-4		1	EA	
27	Eco-Watch for Windows - Use EW-WIN for 6 Series applications	006075		1	EA	
28	Extended Calibration and Storage Chamber - For use for turbidity calibrations	069310		1	EA	
29	External Power Connector - Attaches to 6095 Field Cable (6ft.), - Also includes SDI-12 data line	006100		1	EA	
30	Female DB-9 (PC) and Flying Lead (wire) adapter (2 feet)	061110		1	EA	
31	Field Cable to Female DB-9 (PC) with Power Conn. (MS-4)	006095		1	EA	
32	Field Cable to Flying Lead (wire) adapter (15 feet) - Adapts the MS-8 field cables to 15 feet of undetermined bare wire leads for connection to DCPs or other special applications	006096		1	EA	
33	Field Cable to Flying Lead (wire) adapter (50 feet) - Adapts the MS-8 field cables to 15 feet of undetermined bare wire leads for connection to DCPs or other special applications	SP6096X-1		1	EA	
34	Flow Cell Quatro	606850		1	EA	
35	Flow Cell - For 6820/6920	606160		1	EA	
36	GPS Y-cable	655241		1	EA	
37	Guard extension kit, Pro Series, 556	655575		1	EA	
38	ISE/Temp 10-meter cable assembly	60510-10		1	EA	
39	ISE/Temp 1-meter cable assembly	60510-1		1	EA	
40	ISE/Temp 4-meter cable assembly	60510-4		1	EA	
41	Nitrate ISE	605106		1	EA	
42	Nitrate Probe - Fresh Water Only, - "NO3"	006884		1	EA	
43	Nitrate Standard, 1 mg/L (500mL)	003885		1	EA	
44	Nitrate Standard, 10 mg/L (500mL)	003886		1	EA	
45	Nitrate Standard, 100 mg/L (500mL)	003887		1	EA	

46	Operating manual	655228		1	EA	
47	Optical Wiper Pad Kit - 20 Pad Strips Only	606144		1	EA	
48	PC Interface Cable	655174		1	EA	
49	Power Pack - Portable	006101		1	EA	
50	Power Supply - 12 VDC, - 110VAC Input (MS-4)	006038		1	EA	
51	Power Supply - 12 VDC, - 220VAC Input (MS-4)	006037		1	EA	
52	ProComm II Saddle Communications Kit	605404		1	EA	
53	ProPlus Galvanic DO pH ORP Quatro 4 Meter	603224		1	EA	
54	ProPlus Galvanic DO pH Quatro 4 Meter	603191		1	EA	
55	ProPlus Polarographic DO pH ORP Quatro 4 Meter	603223		1	EA	
56	ProPlus Polarographic DO pH Quatro 4 Meter	603190		1	EA	
57	Sonde Guard Kit - 6820/6920	616176		1	EA	
58	Sonde Weight Kit - 2 lb weight and attaching hardware	006885		1	EA	
59	Tripod Clamp	063507		1	EA	
60	Turbidity Probe	606136		1	EA	
61	Universal Charger - 90-240V	655288		1	EA	
62	USB Power Supply, International	605210		1	EA	
63	USB Power Supply, US	605209		1	EA	
64	Weight, Probe/Cable, 24 oz, 3"	063019		1	EA	
65	Weight, Probe/Cable, 4.9 oz	605978		1	EA	
66	Zinc Anode Kit	006182		1	EA	
<b>FOB Destination/Unloaded; Cost of freight must be included in unit price. Although taxes will be paid <u>IF</u> applicable do <u>NOT</u> include sales tax in unit price.</b>				<b>TOTAL BID</b>		<b>\$</b>

The below section is to secure unit pricing for one year but it will not be used in evaluating for award. Item unit prices will govern in case of conflict in the Extended Total column.

Item #	Description	Sondes Part Number	Unit Price	Qty.	UOM	Extended Total
1	1001A Amplified pH Sensor	605323		1	EA	
2	1001A Amplified pH Sensor Kit*	605216		1	EA	
3	1003A Amplified pH/ORP Combo Sensor	605324		1	EA	
4	1003A Amplified pH/ORP Combo Sensor Kit*	605050		1	EA	
5	25 ft Field Cable	006091		1	EA	
6	25 ft Vented Field Cable	006191		1	EA	
7	50 ft Vented Field Cable	006192		1	EA	
8	5580 Confidence Solution (case of 6 pints)	005580		1	EA	
9	6171-AF Port Plug Kit - ISE	616171		1	EA	
10	650 MDS Handheld - High memory, - Barometer included	650-04		1	EA	
11	650 Upgrade Download from website (free)			1	EA	
12	6920 V2-2 Sonde - Shallow depth, vented level,- Conductivity, temperature & batteries	6920V2-04		1	EA	
13	6-Series EMS Operations Manual	069300		1	EA	
14	6-Series EMS Operations Manual - Spanish	069303		1	EA	
15	6-Series EMS Service Manual	069304		1	EA	
16	6-Series EMS Service Manual - German	069302		1	EA	
17	6-Series Soft Sided Carrying Case	696162		1	EA	
18	Ammonium Cal Solution, 1 mg/L (500mL)	003841		1	EA	
19	Ammonium Cal Solution, 10 mg/L (500mL)	003842		1	EA	
20	Ammonium Cal Solution, 100 mg/L (500mL)	003843		1	EA	
21	Ammonium ISE, NH4+	605104		1	EA	
22	Anti-fouling ROX DO Probe	616450		1	EA	

23	Backpack - For use with 6-Series	655108		1	EA	
24	Belt Clip	603069		1	EA	
25	Black EDS Wiper Kit - Includes 2 blocks w/pads	606630		1	EA	
26	Blue-Green Algae Sensor - PE Phycoerythrin, - Salt Water	606132		1	EA	
27	Brush, Tube Cleaner	038213		1	EA	
28	Cable Management Kit	603062		1	EA	
29	Cal Cable - 10 ft, CE version (European), - Dry use only	006077		1	EA	
30	Calibration Bottle - 500ML	068238		1	EA	
31	Cap Membrane Kit 1.00 Mil Teflon (6 each), includes electrolyte (black cap)	605912		1	EA	
32	Cap Membrane Kit 1.25 Mil PE (6 each), includes electrolyte (yellow cap)	605913		1	EA	
33	Cap Membrane Kit 2.00 Mil PE(6 each), includes electrolyte (blue cap)	605914		1	EA	
34	Carry Case, Soft Sided, Small	603162		1	EA	
35	Carrying Case - Form Fitted	655259		1	EA	
36	Carrying Case - Large Hard-Sided, - Fits 650 instrument & any cable	606930		1	EA	
37	Carrying Case, Hard Sided	603074		1	EA	
38	Carrying Case, Soft Sided	603075		1	EA	
39	Chlorophyll ProbeKit	606025		1	EA	
40	Cigarette Lighter adapter - Powers & charges	063516		1	EA	
41	Cond, Temp Replaceable Probe	005560		1	EA	
42	Cond/Temp Probe Replacement Kit	006560		1	EA	
43	Conductivity Calibrator, 1,000 umhos/cm (8 ea, pint)	060907		1	EA	
44	Conductivity Calibrator, 1,000 umhos/cm (quart)	065270		1	EA	
45	Conductivity Calibrator, 10,000 umhos/cm (8 ea, pint)	060911		1	EA	
46	Conductivity Calibrator, 10,000 umhos/cm (quart)	065272		1	EA	
47	Conductivity Calibrator, 100,000 umhos/cm (quart)	065274		1	EA	

48	Conductivity Calibrator, 50,000 umhos/cm (8 ea, pint)	060660		1	EA	
49	D.O. Probe Replacement Kit	006562		1	EA	
50	DO ROX Optical D.O. Probe	606150		1	EA	
51	DO/Temp 20-meter cable assembly	60520-20		1	EA	
52	Full Featured Multiparameter Instrument	6050000		1	EA	
53	Galvanic DO Sensor	605202		1	EA	
54	Grease, o-ring ( size is a 2cc tube)	601205		1	EA	
55	Harness- Hands Free	655227		1	EA	
56	ISE/Temp 20-meter cable assembly	60510-20		1	EA	
57	ISE/Temp 30-meter field assembly	60510-30		1	EA	
58	Maintenance Kit - Includes: 1 probe installation/removal tool, 2 conductivity brushes, 10 small o-rings (DO, Cond, pH probes), 2 large o-rings (BCR connections), 1 o-ring lubricant tube, 1 syringe (for cleaning depth), & 3 o-rings (optical probes).	006570		1	EA	
59	Maintenance Kit	605745		1	EA	
60	Maintenance Kit, Quatro	605980		1	EA	
61	Membrane Kit - DO, - Includes: 2 booklets of 15 membrane sheets, 1 bottle of DO electrolyte, and 2 o-rings.	098094		1	EA	
62	Membrane Kit - Optical DO	606155		1	EA	
63	ORP Sensor	605102		1	EA	
64	ORP/Temp single junction combination electrode with 1-meter cable w/MS connector	605108		1	EA	
65	ORP/Temp single junction combination electrode with 4-meter cable w/MS connector	605178		1	EA	
66	pH 10 Buffer (box of 6 pints)	003823		1	EA	
67	pH 4 Buffer (box of 6 pints)	003821		1	EA	
68	pH 7 Buffer (box of 6 pints)	003822		1	EA	
69	pH Buffer, Assorted Case	603824		1	EA	
70	pH Probe - Fast Response	606589		1	EA	

71	pH Probe Replacement Kit	006561		1	EA	
72	pH Probe Replacement Kit -Flat glass Probe Replacement Kit	605091		1	EA	
73	pH Sensor	605101		1	EA	
74	pH/ORP Combo Probe Replacement Kit	006565		1	EA	
75	pH/ORP Sensor	605103		1	EA	
76	pH/ORP/Temp single junction combination electrode with 1-meter cable w/MS connector	605109		1	EA	
77	pH/ORP/Temp single junction combination electrode with 4-meter cable w/MS connector	605179		1	EA	
78	pH/Temp single junction combination electrode with 1- meter cable w/MS connector	605107		1	EA	
79	pH/Temp single junction combination electrode with 4- meter cable w/MS connector	605177		1	EA	
80	Polarographic DO Sensor	605203		1	EA	
81	Probe Reconditioning Kit - Dissolved Oxygen	006035		1	EA	
82	Protective Probe Solution - 100 mL bottle	616290		1	EA	
83	Rhodamine WT Probe	006130		1	EA	
84	Shoulder Strap	603070		1	EA	
85	Turbidity Probe, Wiped - Upgrade Kit	006826		1	EA	
86	Ultra Clamp	063517		1	EA	
87	Weight, 1 lb	626918		1	EA	
88	Weight, Probe/Cable, 51 oz, 6"	063020		1	EA	
89	Wider Wiper Pad Kits- 20 replacement Pads	616446		1	EA	
90	Zobell Solution, ORP Calibrator 125 mL	061320		1	EA	
91	Zobell Solution, ORP Calibrator 250 mL	061321		1	EA	
92	Zobell Solution, ORP Calibrator 500 mL	061322		1	EA	

**8. DELIVERY:**

As defined by the Standard Terms, "On-Time" delivery is an essential part of the consideration to be given to County under the contract. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract.

**Main Delivery Site:**

Tres Rios Facility Warehouse, Bldg. 88, 7101 N. Casa Grande Hwy, Tucson, AZ 85743, Monday – Friday 6:30 am to 3:30 PM.

Deliveries will be accepted during the hours listed except recognized County Holidays. Holiday schedule is listed at <http://www.pima.gov/cob/holiday.htm>.

Contractor guarantees delivery of product or service **within seven (7) days after issue date of order**. If required to satisfy the guaranteed delivery interval Contractor will utilize premium freight method at no additional cost to the County.

**9. TAXES, FEES, EXPENSES:**

Articles sold to County are exempt from federal excise taxes. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

**10. OTHER DOCUMENTS**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 221189 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor’s Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor’s response to County’s Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

The Contractor’s insurance shall be primary insurance and non-contributory with respect to all other available sources. Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. County is to be named as an additional insured for all operations performed within the scope of the Contract between County and Contractor;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers’ compensation coverage including employees’ liability coverage.

Contractor will provide County with current executed certificates of insurance within two weeks from when the Notice of Award is issued by County. All certificates of insurance will guarantee the provision of thirty (30) days’ prior written notice to County of cancellation, non-renewal or material change.

**12. PERFORMANCE BOND:**

Not Applicable.

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date

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

Is your firm SBE certified as defined by the solicitation’s ‘Instruction To Bidders’? Yes  No  (Select one)  
 If ‘Yes’, have you included your certification document? Yes  No  (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

**15. BID/OFFER CERTIFICATION:**

**CONTRACTOR LEGAL NAME:** \_\_\_\_\_

**BUSINESS ALSO KNOWN AS:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

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

**REMIT TO ADDRESS:** \_\_\_\_\_

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

**CONTACT PERSON NAME/TITLE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**CONTACT PERSON EMAIL ADDRESS:** \_\_\_\_\_

**EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:**  
\_\_\_\_\_

**CORPORATE HEADQUARTERS LOCATION:**

**STREET ADDRESS CITY, STATE, ZIP:** \_\_\_\_\_

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_  
**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

**PHONE AND E-MAIL:** \_\_\_\_\_

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

**PIMA COUNTY STANDARD TERMS AND CONDITIONS REVISION (06-01-16)****1. OPENING:**

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

**2. EVALUATION:**

Responses shall be evaluated to determine which are most advantageous to Pima County (County) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

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

**3. AWARD NOTICE:**

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

**4. AWARD:**

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the County Procurement Code. County reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of County. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

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

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

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

**7. INTERPRETATION and APPLICABLE LAW:**

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

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

**9. QUANTITY:**

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

**10. PACKING:**

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

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration to be received by County.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of County.

To mitigate or prevent damages caused by delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

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

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

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

**13. INSPECTION:**

All goods and services are subject to inspection and testing at place of manufacture, destination or both by County. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price offered by Contractor and accepted by County.

**15. PAYMENT TERMS:**

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

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

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

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

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

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by

Contractor, Contractor will bear and pay for any loss or damage sustained by County in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer 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 at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by County.

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

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by County. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the County Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima County Contracts*.

**20. PATENT INDEMNITY:**

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

**21. INDEMNIFICATION:**

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

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

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

**23. COMPLIANCE WITH LAWS:**

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

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

**24. ASSIGNMENT:**

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

**25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

**26. NON-DISCRIMINATION:**

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

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

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

**28. PUBLIC INFORMATION:**

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 information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is County in any way financially responsible for any costs associated with securing such an order.

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

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

**30. AMERICANS WITH DISABILITIES ACT:**

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

**31. NON-EXCLUSIVE:**

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

**32. PROTESTS:**

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

**33. TERMINATION:**

County reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of and must be promptly delivered to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

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

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

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

**36. BOOKS AND RECORDS:**

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

**37. COUNTERPARTS:**

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed 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 Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

**38. AUTHORITY TO CONTRACT:**

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

**39. FULL AND COMPLETE PERFORMANCE:**

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

**40. SUBCONTRACTORS:**

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly

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

**41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

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

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

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

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

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

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

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

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

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by County, 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.

**44. ISRAEL BOYCOTT CERTIFICATION:**

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

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

**END OF OFFER AGREEMENT**