

**Pima County Health Department
Clinical Services / Oral Health Program
Request for Proposals (RFP)**



**Title: Preventive Dental Hygiene Services
Program: Oral Health Program
Program Year: 2015-2016
RFP Solicitation No: PCHD-07-2015-OHP-RDH**

RELEASE DATE: Thursday, July 16, 2015 at 8:00 a.m. (M.S.T) beginning on the release date and time, and from thereon, Proposers may pick up a copy of the RFP, Monday through Friday, excluding legal holidays, from 8:00 a.m. to 5:00 p.m. MST, at the address indicated below, may request a copy from the contact person indicated below, or download a full copy of this solicitation at http://webcms.pima.gov/government/health_department/. Proposers are responsible for checking this website for any addenda to the RFP and are required to read the entire Solicitation, including all referenced documents.

DUE DATE: Monday, July 27, 2015 at 4:30 p.m. (M.S.T.) No late, submissions, modifications, or revisions will be accepted. Submit application via email, fax or in a sealed envelope marked with Solicitation number, title, due date, time and respondent's name clearly marked on the outside to Pima County Health Department at:

Pima County Health Dept. Abrams Health Center Attn: Margaret Perry 3950 S. Country Club Rd, Suite #3251 Tucson, AZ 85714	EMAIL: margaret.perry@pima.gov	FAX: (520) 724-9777
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QUESTIONS: may be directed to Margaret Perry at margaret.perry@pima.gov or (520) 724-7902.

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

Pima County Health Department (PCHD) is requesting Proposals from any private for-profit business entity, private non-profit corporation, public entity, or individual who may submit their applications under this RFP. Contract period shall be for Fiscal Year 2016. County reserves the right to extend contract(s) for up to four (4) one-year periods.

GENERAL DESCRIPTION: This Request for Proposal (RFP) is an invitation for Registered Dental Hygienist(s) to provide Preventive Dental Hygiene Services at various sites via mobile delivery methods. Contractor shall be able to provide services on short notice.

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

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

Publish Dates: The Territorial: July 16, 17, 20, and 21, 2015

INSTRUCTIONS TO PROPOSERS

A. Background

Pima County Health Department's (PCHD) Oral Health Program (OHP) has been in existence since 2002, and thus far, the Program has served over 30,000 children. Improving oral health outcomes of at-risk children is, and will continue to be, the Program's primary focus. Currently, two oral health grant funded programs are being implemented by the PCHD OHP in Pima County.

Pima County Health Department's Oral Health Program has been providing services in the Arizona School-based Dental Sealant Program (DSP) for over 10 years. Dental screenings and sealants are provided to 2nd and 6th grade children, attending qualifying schools, at no charge to the parents or schools. The screening and sealant application process is completed by licensed dental professionals, while the children are at school. More than 50 schools in our local unified school districts, Amphitheater, Flowing Wells, Marana, Sunnyside, Tucson, and some Charter schools participate in this valuable program.

Pima County's First Smiles Matter Program (FSM), funded since 2009, was created in response to First Things First (FTF) South Pima Regional Partnership's goal to improve oral health outcomes in preschool aged children in support of school readiness, which includes oral health as a part of overall health. The FSM Program provides evidence based and best practice interventions that enhance the oral health status of children birth to age 5 and expectant mothers in the Pima South region. Activities include oral health screenings for children and expectant mothers; 2-4 fluoride varnish applications per year to prevent and control dental caries in children; referrals to oral health providers for follow up care as needed; and oral health education for families and caregivers, early learning and childcare providers, and dental and medical professionals. Tooth brushing programs in early childcare and educational settings, as a best practice, are implemented to promote early oral health good habits.

B. Scope of Services

1. Selected responder (s) will provide services in collaboration with the Pima County Health Department Oral Health Program (PCHD-OHP) in one or both of the following programs:
 - a. Az School-based Sealant Program (DSP)-an evidence based strategy to prevent tooth decay, facilitated by the Az Department of Health Services. Services include oral health screening, sealant placement as indicated, referrals, and care coordination for elementary children with parental consent.
 - b. First Smiles Matter Program (FSM) - an authorized early childhood prevention program to promote optimal oral health practices for children and expectant women. These services include, but are not limited to, education, oral health screening and fluoride treatments, referrals, and care coordination for expectant women and children, 0-5 years of age.
2. The programs will be implemented as agreed upon using material and protocols approved by PCHD-OHP for grant deliverables.
3. **See Attachment B for details of Scope of Services.**

C. Minimum Qualification and Experience

1. Currently licensed as a Registered Dental Hygienist (RDH) with the Arizona Board of Dental Examiners **or** a graduate of a Dental Hygiene Program accredited by the Commission on Dental Accreditation (CODA) and eligible to become a RDH with the Arizona Board of Dental Examiners
2. Clinical experience in applying dental sealants and topical fluoride

D. Desired Qualifications

1. Established Affiliated Practice (AP) RDH or willingness to establish AP relationship
2. Ability to speak Spanish

E. Health and Safety Requirements (1,2, and 3) are required with proposal

1. Copy of current state issued driver's license (submit with Proposal)
2. Copy of current Arizona Dental Hygiene license (submit with Proposal)
3. Copy of current CPR card (submit with Proposal)
4. Fingerprinting Clearance Card*
5. Copy of current professional liability insurance for the self-employed in the amount of \$1,000,000.00 minimum*
6. Proof of Hepatitis B immunization or signed statement declining immunization*
7. Proof of MMR immunization or signed statement of immunity*
8. Proof of annual TB test*

* Due at time of contracting

F. Proposal Submission

1. Each Proposer, by submitting a proposal, will be certifying that the Agreement is acceptable as written, unless exceptions are taken and specific alternate language proposed. Exceptions, which include language unacceptable to Pima County, may be cause for disqualification. Pima County also reserves the right to negotiate any terms and/or conditions if it is deemed to be in the best interest of the County.
2. 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.
3. The submittal shall include all information requested in this solicitation. Proposers are cautioned and advised that Proposals must be complete and accurate and must respond to all areas of the RFP and must comply with the Pima County Solicitation Standard Terms and Conditions (**Attachment C**).
4. Proposers are to complete, execute and submit the required information. **Submit and attach ONLY what is requested.** Please prepare and submit your Proposal as requested below:
 - a. Complete Attachment A, Proposal for Preventive Dental Hygiene Services form,
 - b. Professional resume, and
 - c. Submit Health & Safety required documents (E: 1, 2 &3).
5. Proposals must be received and time stamped at the location on or before the time and date as defined by the *RFP*. Proposals and modifications received after the *Due In & Opens* date and time will not be accepted. Late Proposals will not be accepted, or will be returned

unopened. Deadlines will be enforced fully, and failure to comply with any requirements of this RFP may result in the Proposer deemed as *non-responsive*.

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

G. EVALUATION AND AWARD CRITERIA

Pima County shall evaluate proposals according to the following evaluation criteria:

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
1. Clinical Experience	30 points
2. Availability	30 points
3. Pediatric Clinical Experience	20 points
4. Spanish speaking	10 points
5. Affiliated Practice	5 points
6. Availability to Travel	<u>5 points</u>
TOTAL POSSIBLE POINTS	100 points

An evaluation committee will assign points to each Proposal submitted on the basis of the above evaluation criteria, unless otherwise indicated.

H. PROPOSALS OPENING SELECTION PROCESS

Proposals will be publicly opened and Proposers names will be read on the date and at the location defined in the Request for Proposals (RFP). All interested parties are invited to attend but is not mandatory.

I. AWARD NOTICES

A *Notice of Recommendation for Award* will be posted on the Pima County Health Department website. A tabulation of responses will be maintained and available for review by interested parties at the Pima County Health Department. **Funding, if awarded, is contingent upon the information provided in this application.** Pima County reserves the right to withdraw funding if significant changes are made to the scope of work, key staff or other elements of the application.

J. PROTESTS

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

K. AWARD PROCESS

1. Selections for service will be made by a committee of Health Department staff and shall be based on the total score from individual ranking sheets.
2. Recommendations by the committee of Health Department will be forwarded to the Pima County Board of Supervisors for final approval. Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. Pima County reserves the right:

- a. To reject any Proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.
- b. To award on the basis of scoring points and other factors, including but not limited to such factors as delivery time, quality, uniformity of services, suitability for the intended task, and Proposer's ability to perform.
- c. To award monies from Federal, State and local programs to contractors receiving funding under this RFP.
- d. To make no award.
- e. To reject the Proposal of any persons or corporations that have previously defaulted on any contract with Pima County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in Pima County Code section 11.32.
- f. Negotiate necessary adjustments in proposed funding levels and program activities in order to meet available budget.
- g. Request a Best and Final Offer from Proposers as described in Section J, below of this RFP.
- h. To re-advertise for Proposals previously rejected.

L. PROCUREMENT PROCESS

Contracts for funding awarded under this RFP shall be executed between the applicant and Pima County. Contracts shall be FFS, "not-to-exceed" contracts. The Pima County procurement process complies with applicable State and Federal requirements, and incorporates Pima County Solicitation Standard Terms and Conditions (Attachment C).

M. CONTRACT REQUIREMENT

Selected Proposers may be required at the time of contracting to submit one or more of the following certifications:

1. Complete and submit a W-9 Tax Identification, may be downloaded at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
2. Must Register with Pima County as a Vendor, see Section O or visit <http://www.pima.gov/procure/venreg.htm>.
3. Applicable certifications, accreditations and licenses, as applicable.
4. Certificate of Insurance with Pima County named as "Additional Insured" with the following coverage:
 - a. Commercial General Liability in the amount of \$2,000,000.00 (if Pima County General Funds only \$1,000,000.00 is required) combined single limit Bodily Injury and Property Damage. The policy shall be endorsed to include coverage for sexual abuse and molestation;
 - 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.
5. Health Insurance Portability And Accountability Act (HIPAA) Compliance and Business Associate Agreement:

The parties acknowledge that COUNTY'S Health Department programs are a "covered entity" as defined in 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and will be required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. The Act requires protection of individually identifiable health information or PHI (as defined by HIPAA) to CONTRACTOR as a Business Associate (as defined by HIPAA), the Business Associate Agreement will set forth as an Appendix to the Contract issued to the Vendor recommended an award.

6. Articles of Incorporation, if applicable
7. List of Board of Directors, if applicable
8. Most recent audit opinion, if applicable
9. Debarment and Suspension pursuant to 29 CFR Part 98: Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. Drug Free Workplace Act of 1988 Certificate, pursuant to 29 CFR Part 98, Subpart F: Contractor certifies that it provides a drug-free workplace, and neither it nor its employees engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
11. Lobbying Certification pursuant to 29 CFR Part 93: Contractor certifies that no federal funds have been paid or will be paid, by or on behalf of the contractor to any person or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement
12. Fingerprinting Clearance Cards, including but not limited to A.R.S. § 46-141, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
13. Background Checks for Employment including but not limited to A.R.S. § 8-804, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
14. Federal Nondiscrimination and Equal Opportunity Requirements Certificate
15. Federal Fair Labor Standards Act Assurances
16. Federal Americans with Disabilities Act Assurances

N. BEST AND FINAL OFFER

County reserves the right to request additional information and/or clarification with responsible Proposers who submit Proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that discussions are held and clarifications are requested, a written request for best and final offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If Proposers fail to respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

O. COMPLIANCE WITH AGREEMENT

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

P. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE (Professional Services Excluded)

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

For those Proposals whose cost does not exceed \$50,000.00 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 Total Price Proposed amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, Total Price Proposed or as negotiated. **To be eligible for the price preference, SBE firms must include with their Proposal documents a copy of their current SBE certificate document** which may be acquired from the City of Tucson; Office of Equal Opportunity Programs, (520) 791-4593 (520) 791-2639 TTY, 201 N. Stone Ave. , 3rd Floor North , Tucson , AZ 85701.

Their SBE website, which typically includes an SBE Directory & Application forms listing of firms holding SBE Certification, is located at: <http://www.pima.gov/procure/sbe/>. The SBE Directory listing may be accessed at www.pima.gov/procure/sbe/SBEDir.pdf.

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at (520) 740-3296 for assistance or further information.

County reserves the right to request additional information and/or clarification. Any clarification of a Proposal shall be in writing. Recommendation for award will be to the responsible and responsive Proposer whose Proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth in this solicitation.

If an award is made, the County will enter into an agreement with the multiple Proposer(s) that submitted the highest scoring responsive and responsible offer(s) by executing and transmitting a Master Agreement or purchase order document that incorporates the Offer without further action by the Proposer. The County may conduct discussions with the Proposer to clarify the Offer and Agreement details provided that they do not substantially change the intent of the solicitation. Unless otherwise

specified, relative ranking of Proposal(s) will be made considering the average of total points given to each Proposal by evaluators.

Q. ACKNOWLEDGEMENT AND ACCEPTANCE

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

R. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the Proposer 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>.

END OF INSTRUCTIONS TO PROPOSERS

**ATTACHMENT A
PROPOSER'S RESPONSE**

Proposal for Preventive Dental Hygiene Services in

Az School Based Sealant Program (DSP) First Smiles Matter Program (FSM)

Name: _____ Date _____

Address: _____

Phone: _____ FAX: _____ E-mail: _____

Arizona Dental Hygiene Licensure

AZ DH License number _____ Original date of licensure _____

Clinical Experience - Attach resume

Availability

How many approximate 3-6 hour days are you available to work in a week? _____

Which days of the week are you available? **M T W Th F S Su**

Minimum number of days you are requesting? _____

Pediatric Clinical Experience Briefly describe your experience providing dental services to children.

Spanish Speaking Ability Briefly describe your ability to communicate in Spanish, i.e. fluent; able to communicate; able to communicate dental needs; none.

Are you in an Affiliated Practice Relationship? **Yes** **No**

If yes, please provide the name of the dentist _____

If no, are you willing to establish such a relationship? **Yes** **No**

Availability to Travel **Yes** **No**

Are you willing and able to travel in your own vehicle to provide services within Pima County at metro and rural sites?

Proposer's Signature _____ Date _____

ATTACHMENT B

Oral Health Program Scope of Services

Preventive Dental Hygiene Services/Registered Dental Hygienist (RDH)

A. Pima County Health Department (PCHD) will:

1. Provide a program procedures manual,
2. Coordinate and schedule the mandatory meeting for standardization of services,
3. Offer oral health surveillance, dental sealant or fluoride assignment(s) to the RDH as needed to meet grant deliverables and according to RDH availability,
4. Schedule dental clinic(s) with schools and sites that meet program eligibility,
5. Provide all necessary portable dental equipment and dental/office supplies,
6. May provide trained personnel to assist with oral health surveillance, dental sealant procedure, and clinic set up and break down as needed and available,
7. Provide the RDH with the name of school(s), location(s), and day(s) and time(s) of the clinic(s) based on contractors' availability,
8. Notify the RDH of any scheduled change and/or if a clinic needs to be cancelled, as soon as the change becomes known,
9. Process invoices for reported and properly documented services.

B. The RDH contractor will:

1. Follow the program guidelines provided the PCHD's Oral Health Program,
2. Attend a mandatory annual calibration meeting,
3. Comply with the Health Insurance Portability and Accountability Act (HIPAA) to ensure confidentiality of clients,
4. Follow the Centers for Disease Control and Prevention recommended infection control practices for dentistry,
5. Arrive at the scheduled school at the date, time and location scheduled,
6. Set up or assist with the setup of the portable dental equipment and supplies, as needed, for each assigned clinic,
7. Conduct oral health screenings according to program guidelines, or
8. Apply dental sealants and to children indicated, or
9. Apply fluoride varnish as indicated, or
10. Perform other duties as needed by program and allowed by the AZ Board of Dental Examiners,
11. Document findings, treatment, and referrals on appropriate forms,
12. Use assigned provider number when documenting on program forms,
13. Assure all documentation is completed at the end of each clinic,
14. Breakdown or assist with the breakdown of portable equipment and the packing supplies, as needed, at the end of the clinic day,
15. Report to Pima County Health Department's Program Coordinator any incident(s) relating to personal injury or any other incidental relation to the program,
16. Report to Pima County Health Department's Program Coordinator, as soon as possible, if unable to work at the scheduled clinic or if there will be any delay in arrival (if unable to work, at least one-day notice is preferable),
17. Submit an invoice that includes a unique Invoice number, date, location and hours worked by the 15th of the month for services provided in previous month.

ATTACHMENT C

PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15)

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 Proposers 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 Pima 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 Proposer, 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 Contractor's 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 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.

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