



PIMA COUNTY PROCUREMENT DEPARTMENT
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SOLICITATION ADDENDUM

Solicitation Number: IFB # 162205
Solicitation Title: Veterinary Pharmaceuticals, Equipment & Supplies
Commodity /Contracts Officer: Nina Schatz, CPPB

Addendum Number: #5
Addendum Date: January 9, 2015

This addendum is issued due to numerous requests to amend: 1) Firm fixed Price requirement and 2) All Line Items must be bid for each group. County will change the firm fixed price requirement language and award contract(s) by line item.

The following shall be incorporated to the above referenced solicitation:

CHANGE "DUE IN DATE"

From: January 13, 2015 At or Before 1:00 P.M. Local Arizona Time

To: January 14, 2015 At or Before 1:00 P.M. Local Arizona Time

Revision #1: Instructions to Bidders, Section 4, change:

From: "Offerors shall bid items as per the specifications contained herein in order to be considered *"RESPONSIVE"* for evaluation and award. Alternate bids will not be accepted. Recommendation for award will be to a responsible and responsive respondent submitting the lowest *"Total Bid"* amount as a **Primary Contractor** and the 2nd lowest *"Total Bid"* as a **Secondary Contractor** for each Group. The award amount for the Secondary Contractor shall be 30% of the Primary Contractor's award amount. The Secondary Contractor will be used when the Primary Contractor is unable to fulfill the requested products or services within the timeframe specified in the order.

All line items in each Group in the "Unit Prices" under Offer Agreement, Section 7, Compensation and Payments, must be bid in order to be considered for that group's evaluation and award. Failure to provide price for all line items will be cause for the respondent's bid to be rejected as *NON-RESPONSIVE* and will not be evaluated for award."

To: "Offerors shall bid items as per the specifications contained herein in order to be considered *"RESPONSIVE"* for evaluation and award. Alternate bids will not be accepted. Recommendation for award will be to the responsible and responsive respondent(s) submitting the lowest bid for each line item. You may bid any or all items."

Revision #2: Offer Agreement (Addendum #3), Section 1, Intent, change:

From: "It is the intent of Pima County to contract with three (3) groups of providers: Group 1: Veterinary Pharmaceuticals; Group 2: Veterinary Controlled Substance and Group 3: Veterinary Equipment & Supplies. Each group will have a Primary and a Secondary CONTRACTOR. The Secondary CONTRACTOR will only be utilized by the COUNTY when the Primary CONTRACTOR is unable to provide the requested products or services within the timeframe specified in the Delivery Order."

To: "It is the intent of Pima County to contract with multiple contractors who offered the lowest cost for each line item in Group 1: Veterinary Pharmaceuticals; Group 2: Veterinary Controlled Substance and Group 3: Veterinary Equipment & Supplies."

Revision #3: Offer Agreement (Addendum #3), Section7, Compensation & Payment, change:

From: "Price Escalation: It is agreed that all Unit Prices include compensation for the CONTRACTOR to implement and actively conduct cost and price control activities. It is the intention of both parties that pricing shall remain firm during the initial year of the agreement and that the parties intend to consider price increases no more frequently than once per year. CONTRACTOR shall submit a written request to COUNTY that includes supporting documents justifying requested increases at least 90 days prior to the desired implementation date; CONTRACTOR shall provide evidence, cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Seller 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."

To: "Price Escalation: It is agreed that all Unit Prices include compensation for the CONTRACTOR to implement and actively conduct cost and price control activities. It is the intention of both parties that pricing, if possible, shall remain firm during the initial year of the agreement; however, Those items that are price-controlled by the manufacturer and subject to price volatility, changes at the manufacturers discretion may be adjusted as follows: CONTRACTOR will notify and submit documentation to the COUNTY in an appropriate time manner of price adjustment. The documentation must be from the manufacturer stating the price change. COUNTY will allow the price adjustment equal to the increase passed from manufacturer to Contractor. This method of price adjustment assumes the original price bid includes CONTRACTOR's profit margin and any cost increase from manufacturer passed to CONTRACTOR and on to COUNTY will allow the CONTRACTOR to maintain original profit margin. For example a 10% cost increase from Manufacturer shall not be applied to a 10% increase to COUNTY's price – COUNTY's price \$5.00 x 10% (\$0.50 cents) = \$5.50; but shall reflect CONTRACTOR's cost \$4.00 x 10% (\$0.40 cents). County will accept the \$0.40 cent increase to the County's price \$5.40. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. COUNTY reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract."

All other terms and conditions remain the same.

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