



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

January 7, 2015

IFB #162628 Crane Inspection, Testing and Maintenance & Repair

Addendum #3

Please be aware of the following changes to the above referenced IFB.

1. REPLACE: The entire Bid #162628 Crane Inspection, Testing and Maintenance & Repair with the following REVISED Bid #162628 Crane Inspection, Testing and Maintenance & Repair.

All other specifications, terms and conditions remain the same.

Nancy Page
Commodity Contracts Officer



PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: 162628 Title: Crane Inspection, Testing and Maintenance & Repair

* REVISED *

DUE IN AND OPENS: JANUARY 12, 2015 AT OR BEFORE 11:00 A.M. LOCAL AZ TIME (MST)

Submit Bid to:

Pre-Bid Conference: DECEMBER 23, 2014 AT 10:00 A.M. LOCAL AZ TIME (MST)

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

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: To supply Pima County departments with Crane Inspection, Testing and Maintenance & Repair per specifications and requirements defined herein.

You may download a full copy of this solicitation at 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. **A site tour for some of the cranes will be held at Tres Rios after the Pre-Bid Meeting, December 23, 2014, or on another day scheduled with RWRD prior to the bid opening. Scheduling information will be given at the Pre-Bid Conference.**

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: Nancy Page. 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) 838-7553 email: nancy.page@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.

Nancy Page
Commodity/Contracts Officer

Publish: The Territorial: December 12, 15, 16, and 17, 2014

INSTRUCTIONS TO BIDDERS

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) Crane Inspection, Testing, Maintenance & Repair (Pages 1 – 7)

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.

Supplier Minimum Qualifications:

Supplier 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. *Supplier 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.

INSTRUCTIONS TO BIDDERS (continued)

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 supplier 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:

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 be 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 blanket contract, 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 one (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.

INSTRUCTIONS TO BIDDERS (continued)

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.

“The Pima County protest procedures are in 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 submittor 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; 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 Application Form and a Directory listing firms holding SBE Certification, is located at: <http://cms3.tucsonaz.gov/office-equal-opportunity-programs-small-business-enterprise-program>

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 23, 2014)

Offer Agreement Crane Inspection, Testing and Maintenance & Repairs (1 of 7 pages)

1. INTENT:

This document is intended to establish an “As Required” indefinite delivery/indefinite quantity (IDIQ) “Master” purchase agreement contract to provide Pima County (“County”) with such quantities of Crane Inspections, Testing and Maintenance & Repairs as the County may order from time to time by issue of delivery orders (DO) or delivery order Maximo (DOM) pursuant to a resulting executed and effective agreement. It is the intent of Pima County to award to one vendor meeting terms, conditions and specifications. As defined by the attached Pima County Standard terms and Conditions (STC) this agreement is non-exclusive and may be terminated for any reason without penalty or cost to Pima County. Pima County will award an agreement for the purchase of goods/services as specified herein, and Supplier will receive compensation when goods are delivered as per the terms of the purchase order issued against the agreement.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed agreement document, all County Departments may utilize the resulting agreement.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall 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, including Attachments A&B – Crane Inventory*, all of which are incorporated herein.

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, constitutes the entire agreement 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. AGREEMENT TERM EXTENSIONS-RENEWALS & REVISIONS:

The term of the agreement will be for a one year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties as follows:

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 shall signify acceptance by Contractor and the amendment shall be binding upon the parties, effective on the date of issuance.

3. SUPPLIER MINIMUM QUALIFICATIONS:

- a. Must have been in the business of inspecting, certifying and repairing cranes for the past five (5) consecutive years.
- b. Must have an office/shop within Arizona for the past five (5) consecutive years. **Proof of location/address must be submitted with bid. Proof could be copy of lease or title.**
- c. Successful vendor's employees performing crane inspections or repairs at any County location must be certified. **The vendor must submit all applicable certifications with their bid response.**

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

- a. Vendor to include with response a statement outlining what “green” programs, if any, have been implemented that may include, but not limited to: Recycling of paper, glass and cans; efforts to conserve energy on offices and work areas; utilization of alternative fuels for vehicles and production equipment.
- b. All certification tags on equipment are to be embossed on a metal tag and must be legible for the duration of the certification period.
- c. A Pima County employee will be designated as the Point of Contact to assist vendor with locating each crane during the certification process and repairs, if needed.
- d. Vendor's employees are required to sign in with the Regional Wastewater Reclamation Department (RWRD) Plant Site Administration Office and report to the Pima County employee designated as the Point of Contact. Vendor must wear an ID pass at all times while on plant site, and return ID pass at the end of each day to Regional Wastewater Reclamation Department Plant Site Administration Office.
- e. Upon leaving the plant site the vendor's employees must check out with the Pima County designated Point of Contact and leave a copy of work ticket(s). Vendor work ticket(s) are to include Pima County Maximo Asset Number as well as the make, model number and serial number of the respective crane(s), work performed and any deficiencies noted.

Offer Agreement Crane Inspection, Testing and Maintenance & Repairs (2 of 7 pages)

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE: - continued

- f. Vendor 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, safety boots, safety vest, eye protection and hearing protection.
- g. Vendor 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 no smaller than 8.5 inches by 11 inches will be acceptable.
- h. RWRD site entry is restricted to authorized persons with proper identification such as a driver's license, etc. All Vendor personnel shall be designated by an easily identifiable company shirt or badge worn at all times personnel is on-site.
- i. Vendor is to leave a clean work site once the inspection or repair work is completed. Any chemical or fluid spills are to be immediately reported to County Employee designated as the Point of Contact. All debris shall be disposed of by the vendor at the vendor's expense. All materials, tools, equipment, etc., shall be removed or safely stored. Any chemicals to be used at RWRD require Material Safety Data Sheets prior to the chemicals being used.
- j. Pima County is not responsible for theft or damage to vendor's property.
- k. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday.
- l. Crane certifications must contain the following: Pima County Maximo Asset Number as well as the make, model number and serial number of the respective crane. (RWRD Only)
- m. Crane certifications must be sent to the Pima County Employee designated as the Point of Contact within ten (10) business days of the certification in paper format (**final in binder**).
- n. Repair quotes shall be uniquely numbered and must be submitted to the designated Pima County Point of Contact within three (3) business days from initial call for service or when repair is found by vendor. Repair quotes must contain the following: Pima County Maximo Asset Number as well as the make, model number and serial number of the respective crane. (RWRD only)
- o. Vendor must provide all their own equipment and/or tools to perform the necessary inspections/repairs at no additional cost to Pima County.
- p. Vendor must comply with Pima County lock-out/tag-out procedures at all times.
- q. Vendor shall be responsible for the safety of their employees at all times.
- r. Cranes must be load tested per OSHA requirements. Load test(s) unit price must include but is not limited to cost of weights, weight handling, delivery of weights to the site, all equipment and/or tools necessary at no additional cost to Pima County. Copies of the Load Test Report(s) must be sent to the County Employee designated as the Point of Contact within ten (10) days.
- s. Vendor must inspect all crane mountings and/or bases. All pieces to the Davit cranes must be inspected (right, center and left base, lower & upper mast, bracket, hand winch safety line, safety line).
- t. Vendor shall provide invoices to Pima County Central Finance, PO Box 791, Tucson, AZ, 85701. Invoices must contain at least but not limited to the following: Delivery order number, quote number (work ticket) if applicable, Pima County Maximo Asset Number of crane and the description of work performed.
- u. Pima County reserves the right to add or delete cranes from this agreement list at any time during the agreement term at no additional cost to County. Vendor shall quote "like" prices for cranes (if Pima County needs to add a crane to this agreement) based on a similar crane already on this agreement.
- v. Vendor will utilize **Attachments A & B** for crane inventory information.
- w. Vendor shall have thirty (30) days to start inspections once contacted by any County department. Vendor shall have thirty (30) days from the start of inspection to complete inspection. Repairs and parts may be in addition to this number of days.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

Offer(s) will be accepted and executed by the County by issue of a Master Agreement (MA) (Recurring requirements) and be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

Order(s) for products or services pursuant to an executed Master Agreement will be made by COUNTY by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) document. Order documents will be furnished to Supplier 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 the Supplier within five workdays of the date the verbal order is given.**

Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Delivery Order (DO) or Delivery Order Maximo (DOM) at the time of provision. The Supplier agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a COUNTY Delivery Order (DO) or Delivery Order Maximo (DOM).

Offer Agreement Crane Inspection, Testing and Maintenance & Repairs (3 of 7 pages)

The Supplier agrees to establish, monitor, and manage an effective agreement 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 agreement revision properly executed and issued by the County. Any items provided in excess of that stated in the agreement shall be at the Supplier's own risk. Suppliers shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF SERVICES AND PRODUCTS:

Acceptance of the goods and services shall be made by the County Department designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

7. COMPENSATION & PAYMENT:

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

Supplier shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Order document.

All Invoice documents shall reference the County's Delivery Order (DO), Delivery Order Maximo (DOM) or Master Agreement number under which the services or products were ordered. **ALL** Invoice line items shall 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 the Supplier unprocessed for correction. **Supplier shall not accept orders, or provide services or products that cumulatively exceed the amount.**

Standard payment terms are **net 30** from the date of valid invoice document and shall not commence until receipt of goods into payment system by the receiving Department and Supplier's Invoice is received and verified by County Financial Operations.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. 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 calendar days. Supplier 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 agreement, the Supplier 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) issued to accept Supplier offer will define the not to exceed amount of the agreement.

Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the Supplier.

Unless otherwise stipulated by this agreement or the County's order, all pricing shall 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 agreement or accepted *Order* for services or products and all freight cost shall 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; those taxes should not be included in the item unit price.

Price Warranty. Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Offer Agreement Crane Inspection, Testing and Maintenance & Repairs (4 of 7 pages)

Price Escalation. It is agreed that all Unit Prices include compensation for the Seller 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 after which the parties intend to consider price increases no more frequently than once per year. Seller shall submit a written request to COUNTY that includes supporting documents justifying requested increases at least 90 days prior to the desired implementation date; Seller 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.

Quantities referred to are estimated quantities. Pima 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.** Pima County shall not be responsible for Supplier inventory or order commitment.

Unit Prices offered shall 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 agreement.

8. DELIVERY:

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

Regional Wastewater Reclamation Departments:

- Arivaca-28601 S. Nogales Highway, Amado, AZ 85645
- Avra Valley -1000 W. Snyder Hill Road Tucson, AZ 85735
- Continental Sub-Station- 10050 W. Coachline Blvd Tucson, AZ 85743
- Corona de Tucson- 1100 W. Sahuarita Road Corona de Tucson, AZ 85641
- Green Valley WRF- 19600 S. Nogales Hwy Green Valley, AZ 85614
- Mt Lemmon - 12633 N. Sabino Canyon Park Summerhaven, AZ 85619
- Randolph Park WRF- 3805 E. 22nd Street Tucson, AZ
- Sub-Regional Facilities (SRF)- 4527 W Walker Rd, Tucson, AZ 85741
- Tres Rios WRF- 7101 N Casa Grande Hwy, Tucson, AZ 85741

Other Pima County locations:

- Conveyance Division - 3355 N Dodge Blvd., Tucson, AZ 85716
- Department of Transportation -1313 S. Mission Road Tucson, AZ 85713
- Fleet Services- 1291 S. Mission Rd Tucson, AZ 85713
- Parks & Recreation- 3500 W. River Rd, Tucson, AZ 85741

Orders will be placed as needed. Delivery Hours, all locations: Monday – Friday, 7:00 AM – 3:30 PM

Lead Time for orders: Regular orders should be same day (or Maximum 96 hours) for customer pickup or delivery. Special orders should be within 14 days. Special orders will require delivery.

9. TAXES, FEES, EXPENSES:

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

10. OTHER DOCUMENTS:

Supplier and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 162628 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Suppliers Bid Offer, documents submitted by Supplier or References to satisfy Supplier Minimum Qualifications and on other information and documents submitted by the Supplier in its' response to the 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.

Offer Agreement Crane Inspection, Testing and Maintenance & Repairs (5 of 7 pages)

11. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Each Occurrence \$1,000,000
- Riggers Liability or On Hook Coverage \$1,000,000
- Excess Liability following form of Primary Insurance \$2,000,000

- a. The policies shall be endorsed to include the following additional insured language: *“Pima County” shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.*
- b. Policy shall contain a waiver of subrogation against Pima County for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

- a. Contractor shall provide Auto Liability coverage for Bodily Injury and Property Damage in the amount of \$1 million combined single limit for vehicles used in the performance of services under this Contract.
- b. The policy shall be endorsed to include the following additional insured language: *“Pima County” shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.*

3. Worker’s Compensation and Employers’ Liability

- a. Workers’ Compensation coverage: Statutory with Employers’ Liability insurance to include: Each Accident \$ 500,000; Disease-Each Employee \$ 500,000 with a Disease-Policy Limit of \$1,000,000.
- b. Policy shall contain a waiver of subrogation against Pima County.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. As additional insured, Pima County shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor’s liability insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after ten (10) days prior written notice has been given to Pima County.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. Pima County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Offer Agreement Crane Inspection, Testing and Maintenance & Repairs (6 of 7 pages)

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish Pima County with certificates of insurance (ACORD form or equivalent approved by Pima County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall include the Pima County project/contract number and project description shall be noted on the certificate of insurance. Pima County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUB-CONTRACTORS:** Contractors' certificate(s) shall include all sub-contractors as insured under its policies or Contractor shall furnish to Pima County separate certificates and endorsements for each sub-contractor. All coverage's for sub-contractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:**
Any modification or variation from the *insurance requirements* in this Contract shall be made by the Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Any construction or renovations projects on the property will require additional insurance coverage such as Builders Risk insurance. Pima County Risk Management will provide the additional insurance requirements required for any construction or renovations.

12. PERFORMANCE BOND:

No Bonds required.

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Supplier acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitations '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

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Offer Agreement Crane Inspection, Testing and Maintenance & Repairs (7 of 7 pages)

15. BID/OFFER CERTIFICATION:

SUPPLIER 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 the "Supplier" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm 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. Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that shall require the Offeror 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 SUPPLIER REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

PRICING PAGE

All items in each Section (Section 1, 2, 3, and 4) must be filled in with a numeric price. Failure to do so may be cause for rejection as non-responsive.

Section 1 – Cranes	Est. Annual Qty.	UOM	Inspection/ Certification Cost	Extended Cost
Description				
Inspection Bridge Crane (Attachment A Treatment)	10	EA	\$	\$
Inspection Bridge Crane 3 Ton (Attachment B Other Dept.)	3	EA	\$	\$
Inspection Bridge Crane 5 Ton (Attachment B Other Dept.)	1	EA	\$	\$
Inspection Chain Hoist (Includes Pneumatic Chain Hoist) (Attachment A Treatment)	3	EA	\$	\$
Inspection Chain Hoist Overhead 2 Ton (Attachment B Other Dept.)	1	EA	\$	\$
Inspection Chain Hoist 6000 LB mounted on Truck (Attachment B Other Dept.)	1	EA	\$	\$
Inspection Davit Crane (Includes Fall Protection Davit and Forklift Extension Davit) (Attachment A Treatment)	49	EA	\$	\$
Inspection Electric Chain Hoist Trolley (Attachment A Treatment)	6	EA	\$	\$
Inspection Electric Winch (Attachment A Treatment)	2	EA	\$	\$
Inspection Fall Protection Davit Kit (Includes Fall Protection Truck Mount Kit) (Attachment A Treatment)	3	EA	\$	\$
Inspection Floor Crane (Includes Material Lift, Tee Head Extension Bar and Lift Truck) (Attachment A Treatment)	7	EA	\$	\$
Inspection Gantry (Attachment A Treatment)	13	EA	\$	\$
Inspection Hand Winch (Attachment A Treatment)	45	EA	\$	\$
Inspection Isuzu Liftmore Model 500W, SN 11-2631W1A1, Capacity 2.5 Ton (Attachment A Treatment)	3	EA	\$	\$
Inspection Jib Crane (Attachment A Treatment)	4	EA	\$	\$
Inspection Jib Crane 1/4 Ton (Attachment B Other Dept.)	1	EA	\$	\$
Inspection Jib Crane 1 Ton (Attachment B Other Dept.)	2	EA	\$	\$
Inspection Jib Crane 3 Ton (Attachment B Other Dept.)	1	EA	\$	\$
Inspection Manitex Model 30112S, SN 2FZHATBSX8AY73836, Capacity 30 Ton (Attachment A Treatment)	1	EA	\$	\$
Inspection Monorail (Attachment A Treatment)	2	EA	\$	\$
Inspection Safety Line (Attachment A Treatment)	13	EA	\$	\$
Inspection Service Body Crane (Attachment B Other Dept.)	4	EA	\$	\$
Inspection Spreader (Attachment A Treatment)	3	EA	\$	\$
Inspection Tripod (Attachment A Treatment)	2	EA	\$	\$
Inspection Trolley (Includes Chain Hoist Trolley) (Attachment A Treatment)	24	EA	\$	\$
Inspection Truck Mounted Crane (Attachment A Treatment)	3	EA	\$	\$
Inspection Truck Mounted Crane (Attachment B Other Dept.)	2	EA	\$	\$
	Sub-Total: Section 1			\$

All items must be filled in with a numeric price. Failure to do so may be cause for rejection as non-responsive.

Section 2 – Parts	Est. Annual Qty.	UOM	Unit Cost	Extended Cost
Description				
Budget Electric Hoist and Motor driven trolley. 2 ton, 20' lift, 16 FPM Lift Speed includes pendant model BEHC0216	2	EA	\$	\$
Cable, 9/16x435' ft. ,SS ZXCABLE	1	EA	\$	\$
Cable, ¼ x 40 SS, XXCABLE8260	5	EA	\$	\$
Chain Hoist CM Cyclone, 2 Ton	10	EA	\$	\$
Davit Cable and Hook, 1/4" x 40'	50	EA	\$	\$
Decals	50	EA	\$	\$
Hand Winch Thern, M4312PBSS-K	25	EA	\$	\$
Hook, 2.5 ton, ZZ1004322	5	EA	\$	\$
Hoist, 1 ½ ton, ZZZ6HJG1	5	EA	\$	\$
Lever Hoist, ¾ ton, ZZ4ZX44	5	EA	\$	\$
Life Line, 20 Ft. ,Miller ZZ3ZL98	5	EA	\$	\$
Manitex Antenna, 90 degree, MX6607766	1	EA	\$	\$
Manitex Seal Kit, MX6610301	1	EA	\$	\$
Shaw Box 800 Series, 5 ton, 80M05-020S10	3	EA	\$	\$
Wire Rope, ¼ x 20 SS, ZZ1/4x20SS	5	EA	\$	\$
	Sub-Total: Section 2			\$

Please list the discount off of parts not specifically listed above: _____% Explain discount and where/how Pima County will obtain the list prices. _____

All items must be filled in with a numeric price. Failure to do so may be cause for rejection as non-responsive.

Section 3 – Load Tests	Est. Annual Qty.	UOM	Unit Cost	Extended Cost
Description				
Load Test 0 - 500 lbs	34	EA	\$	\$
Load Test 500 - 1 Ton	19	EA	\$	\$
Load Test 1 Ton - 3 Ton	6	EA	\$	\$
Load Test 3 Ton - 5 Ton	2	EA	\$	\$
	Sub-Total: Section 3			\$

All items must be filled in with a numeric price. Failure to do so may be cause for rejection as non-responsive.

Section 4 – Misc. Charges	Est. Annual Qty.	UOM	Unit Cost	Extended Cost
Description				
Mileage over 50 Miles (round trip) from 130 W. Congress (no other trip charges, drive time will be allowed)*	200	Mile	\$	\$
Labor Rate for Repairs needed not covered by Inspection	400	Hour	\$	\$
	Sub-Total: Section 4			\$
TOTAL: (add sub-totals for all Sections)				\$

PRICING PAGE - continued

Examples:

*Charge will be per mile <u>over</u> 50 miles RT from 130 W. Congress	Not all locations are listed			Miles from 130 W. Congress RT to Pima County location/back
Pima County Locations	Address	City	Zip Code	
Arivaca	28601 S. Nogales Hwy	Amado	85645	72.00RT
Avra Valley	1000 W. Snyder Hill Road	Tucson	85735	30.80RT
Continental Sub Station	10050 W. Coachline Blvd.	Tucson	85743	32.22RT
Corona de Tucson	1100 W. Sahuarita Road	Corona de Tucson	85641	48.72RT
Green Valley	19600 S. Nogales Hwy	Green Valley	85614	44.96RT
Mt. Lemmon	12633 N. Sabino Canyon Park	Summerhaven	85619	87.14RT

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Attachment A – Crane Inventory Wastewater - Treatment

Current Location	Type	Manufacturer	Model	Serial #	Max Capacity
ARIVACA					
Pond	Davit Crane	Columbia Winch & Hoist	HD900-1A34-F-11	DC-020	500 LBS
Pond	Electric Winch	Columbia Winch & Hoist	HD900-1A34-F-11	7474301	900 LBS
AVRA VALLEY					
U.V. Channels	Davit Crane	Thern	5122 M1-S19	5009-48368	150 LBS
U.V. Channels	Hand Winch	Thern	M4022PB-K	HW-001	
U.V. Channels	Davit Crane	Thern	5123 M1-S19	5008-41469	150 LBS
U.V. Channels	Hand Winch	Thern	M4022PB-K	HW-002	
U.V. Channels	Davit Crane	Thern	5124 M1-S19	5009-48371	150 LBS
U.V. Channels	Hand Winch	Thern	M4022PB-K	HW-003	
U.V. Channels	Davit Crane	Thern	5125 M1-S19	5009-48370	150 LBS
U.V. Channels	Hand Winch	Thern	M4022PB-K	HW-004	
U.V. Channels	Bridge Crane	Crane & Hoist of Arizona	NA	12076	500 LBS
West Oxidation Ditch (North)	Davit Crane	WILO	EMU V/EH300KG	650046922	650 LBS
West Oxidation Ditch (North)	Hand Winch	Haacon	4585-0.5/205804	HW-005	
West Oxidation Ditch (South)	Davit Crane	WILO	EMU V/EH300KG	650046921	650 LBS
West Oxidation Ditch (South)	Hand Winch	Haacon	4585-0.5/205804	HW-006	
West Oxidation Ditch (South)	Davit Crane	WILO	EMU E/EH300KG	650184361	750 LBS
West Oxidation Ditch (South)	Hand Winch	Haacon	4585-0.5/205804	HW-022	
East Oxidation Ditch (North)	Davit Crane	WILO	EMU V/EH300KG	650046923	650 LBS
East Oxidation Ditch (North)	Hand Winch	Haacon	4585-0.5/205804	HW-007	
East Oxidation Ditch (South)	Davit Crane	WILO	EMU V/EH300KG	650046924	650 LBS
East Oxidation Ditch (South)	Hand Winch	Haacon	4585-0.5/205804	HW-008	
East Oxidation Ditch (South)	Davit Crane	WILO	EMU E/EH300KG	650184362	750 LBS
East Oxidation Ditch (South)	Hand Winch	Haacon	4585-0.5/205804	HW-023	
Oxidation Ditch	Gantry	SPANCO	3ALU1012B	073732-001-A	3 Ton
Oxidation Ditch	Trolley	JET	3NDJ	07030056	3 Ton
Solids Bldg - Polymer Feed	Gantry	SPANCO	3ALU1012B	G-001	3 Ton
Solids Bldg - Polymer Feed	Chain Hoist Trolley	Chester Hoist	AM	AM10333	3 Ton
Oxidation Ditch	Gantry	SPANCO	2ALU1212B	951409	2 Ton
Oxidation Ditch	Trolley	Robbins & Meyers		T-014	1 Ton

Attachment A – Crane Inventory Wastewater - Treatment

Current Location	Type	Manufacturer	Model	Serial #	Max Capacity
Maintenance Shop	Fall Protection Davit Kit #4	Sala	8518000	DC-014	5000 LBS
Maintenance Shop	Floor Crane	Westward	3ZC72K	SS131070096	1 Ton
Maintenance Shop	Floor Crane	Westward	3ZC72K	SS081080261	1 Ton
Maintenance Shop	Fall Protection Truck Mount Kit #10	Uni-Hoist	UH502	1832	
SRF	Truck Mounted Crane	Manitex	30112S	2FZHATBSX8AY73836	30 Ton

CORONA DE TUCSON

Assigned To David Carillo	Chain Hoist	Magna	6.3X19.1 Grade 80	21933	3/4 TON
Maintenance Shop	Chain Hoist	Coffing	TB-603	B4551	1100 LBS
Maintenance Shop	Tripod	Butco		TP-01	
Maintenance Shop	Hand Winch	Butco	KX1550	789.016	
Maintenance Shop	Fall Protection Davit Kit #6	Miller	DH-002	DC-016	
CLR #1	Davit Crane	Thern	5110	5013-69675	1/2 Ton
CLR #1	Hand Winch	Thern	M4312PB-K	HW-024	
CLR #2	Davit Crane	Thern	5110	5013-69676	1/2 Ton
CLR #2	Hand Winch	Thern	M4312PB-K	HW-025	

GREEN VALLEY

Oxidation Ditch Crane SE	Davit Crane	Senken		DC-003	250 KG
Oxidation Ditch Crane SE	Hand Winch	AL-KO	651	HW-010	
Oxidation Ditch Crane NE	Davit Crane	Senken		DC-004	250 KG
Oxidation Ditch Crane NE	Hand Winch	Thern	M4312PB-K	HW-011	
Oxidation Ditch Crane SW	Davit Crane	Senken		DC-002	250KG
Oxidation Ditch Crane SW	Hand Winch	AL-KO	651	4819-2	
Oxidation Ditch Crane NW	Davit Crane	Senken		DC-001	250 KG
Oxidation Ditch Crane NW	Hand Winch	Thern	M4311PB	5464	
Control Building Overhead Crane	Bridge Crane	Coffing		WR-5A-119-DHSD	2 Ton
Influent Pump Station	Davit Crane	Thern	5123	5001-13547	1400 LBS
Influent Pump Station	Electric Winch	Thern	4777-K	4004-22054	
Headworks	Davit Crane			DC-005	
Maintenance Shop	Fall Protection Davit Kit #3	Sala	8518000	DC-013	5000 LBS

Attachment A – Crane Inventory Wastewater - Treatment

Current Location	Type	Manufacturer	Model	Serial #	Max Capacity
TRES RIOS					
Bldg 2	Bridge Crane	P&H		BC-001	5 Ton
Bldg 8 (North)	Monorail			MR-004	
Bldg 8 (South)	Monorail			MR-005	
Bldg 8	Trolley	Dayton	3MB58	T-017	2 Ton
Bldg 8	Chain Hoist	Harrington	CF4	54144	2 Ton
Bldg 9 (Polymer Tote #1)	Electric Chain Hoist Trolley	R & M	LM05100016M16T2C	G1238175	1 Ton
Bldg 9 (Polymer Tote #2)	Electric Chain Hoist Trolley	R & M	LM05100016M16T2C	G1238176	1 Ton
Bldg 11 (Basement)	Floor Crane	MWH (Contractor) Home Made	NA	CP-002	1 Ton
Bldg 11 (Basement)	Electric Winch	Smittybilt	XRC 3.0	EW-001	1.5 Ton
Bldg 13 (Chlorine Water Champ)	Davit Crane	Thern	5124M3SS-S2	5011-62605	1 Ton
Bldg 13 (Chlorine Water Champ)	Hand Winch	Thern	M4312PBSS-K	HW-017	
Bldg 14	Chain Hoist Trolley	Coffing		2.116.H.UX.3	6 Ton
Bldg 14	Chain Hoist Trolley	Coffing		2.374.H.LA.3	6 Ton
Bldg 14 (West)	Monorail			MR-007	6 Ton
Bldg 14	Material Lift	Genie	PSL-24PDC	1884-653	
Assigned To Carl Clifton	Chain Hoist	Ingersoll- Rand	SL 150-E	0758K05	3/4 Ton
Bldg 14 (Roof)	Jib Crane	Auto Crane	HBT-A2-12-S-14	200791-033AA-4-80	1/2 Ton
Bldg 14	Spreader	CM	B6-3	11788 BF1	6000 LBS
Bldg 14	Spreader	CM	B6-3	11789 BF2	6000 LBS
Bldg 17 (Water Champ)	Davit Crane	Thern	5124SS	5011-60348	1 Ton
Bldg 17 (Water Champ)	Hand Winch	Thern	M4312PBSS-K	HW-019	
Bldg 23	Bridge Crane	Acco Wright	C3W10	533-20-11520	10 Ton
Bldg 23 (Polymer System #1)	Electric Chain Hoist Trolley	Shaw-Box	801 01025S18	02H27873	1 Ton
Bldg 23 (Polymer System #2)	Electric Chain Hoist Trolley	Shaw-Box	801 01025S18	02H27872	1 Ton
Bldg 23	Floor Crane	Ruger	HP-18	88GS 30478	1 Ton
Bldg 23	Floor Crane	Ruger	HP-2000A	81072	1 Ton
Bldg 23	Chain Hoist	Dayton	4ZX45	H1857	3/4 Ton
Bldg 23	Floor Crane	Westward	3ZC71H	SS131270339	2 Ton
Bldg 26	Davit Crane	Thern	5122GAL	5000-11372	500 LBS
Bldg 26	Hand Winch	Thern	M4021 PB-K	HW-009	
Bldg 28 (North)	Monorail			MR-008	

Attachment A – Crane Inventory Wastewater - Treatment

Current Location	Type	Manufacturer	Model	Serial #	Max Capacity
TRES RIOS					
Bldg 28 (West)	Monorail			MR-009	
Bldg 28	Chain Hoist	OZ Lifting Products	OZ020-30CHOP	8083111	2 Ton
Bldg 28	Chain Hoist	OZ Lifting Products	OZ020-30CHOP	808312	2 Ton
Bldg 28	Trolley	Dayton	2Z617A	T-002	2 Ton
Bldg 28	Trolley	Dayton	2Z617A	T-016	2 Ton
Bldg 30 (Screw Pumps)	Bridge Crane	Yale		409407	5 Ton
Bldg 30 (Sump Pump Room)	Monorail			MR-010	
Bldg 30 (Sump Pump Room)	Trolley			T-012	
Bldg 30 (Sump Pump Room)	Chain Hoist	CM	622	RW-8	1 Ton
Near Bldg 30 (Pig Receiving Unit)	Davit Crane	Thern	5334	50961141	3/4 Ton
Near Bldg 30 (Pig Receiving Unit)	Hand Winch	Thern	M4311PB-A	102250	
Bldg 30 (Coarse Screen Room)	Monorail				1 Ton
Bldg 30 (Coarse Screen Room)	Chain Hoist	Harrington	CF4 - 0316	D041248	1.5 Ton
Bldg 30 (Coarse Screen Room)	Trolley	Dayton	3MB57	T-015	1 Ton
Bldg 32	Jib Crane	Abell - Home		2521289-2	3 Ton
Bldg 32	Davit Crane	Vestil		DC-006	1000 LBS
Bldg 35	Jib Crane	Abell - Home		2521289-1	3 Ton
Bldg 36	Fall Protection Davit	Tuff-Built	PN# 115281	DC-007	
Bldg 36	Safety Line	Tuff-Built		216	310 LBS
Bldg 36	Fall Protection Davit	Tuff-Built	PN# 115281	DC-008	
Bldg 36	Safety Line	Tuff-Built		217	310 LBS
Bldg 36	Safety Line	Tuff-Built		218	310 LBS
Bldg 36	Safety Line	Tuff-Built		219	310 LBS
Bldg 36	Davit Crane	Thern	5122	5010-53311	500 LBS
Bldg 36	Hand Winch	Thern	M4022PB-K	HW-016	
Bldg 38 (Chlorine Water Champ)	Davit Crane	UCL Safety Systems	12812	7366	1800 LBS
Bldg 38 (Chlorine Water Champ)	Hand Winch	Man Load	RTC-580	5580_1163	
Bldg 49	Davit Crane	Thern	5124SS	5011-60349	1 Ton
Bldg 49	Hand Winch	Thern	M4312PBSS-K	HW-018	
Bldg 52 (FE Water Champ)	Davit Crane	Thern	5124M3SS-S2	5011-62604	1 Ton
Bldg 52 (FE Water Champ)	Hand Winch	Thern	M4312PBSS-K	HW-020	
Bldg 52 (Phosphate Analyzer)	Davit Crane	Thern	5110	5013-69677	1000 LBS
Bldg 52 (Phosphate Analyzer)	Hand Winch	Thern	M4312PB-K	HW-021	

Attachment A – Crane Inventory Wastewater – Treatment

Current Location	Type	Manufacturer	Model	Serial #	Max Capacity
TRES RIOS					
Bldg 52	Davit Crane	Thern	5124M3SS-S2	5012-64482	
Bldg 58 (GBT #1)	Electric Hoist Trolley	R & M	Spacemaster SX	HYM95073	1 Ton
Bldg 58 (GBT #2/3)	Electric Hoist Trolley	R & M	Spacemaster SX	HYM95072	1 Ton
Bldg 58	Fall Protection Davit	Tuff-Built	PN# 115281	DC-009	
Bldg 58	Fall Protection Davit	Tuff-Built	PN# 115281	DC-010	
Bldg 60 (Digester #5)	Davit Crane	Thern	5124GAL	5011-59800	1 Ton
Bldg 60 (Digester #5)	Hand Winch	Thern	4WM2-K	HW-012	
Bldg 60 (Digester #5 Mixer)	Davit Crane	Thern	5110GAL	5011-58423	1000 LBS
Bldg 60 (Digester #5 Mixer)	Hand Winch	Thern	M4312PB-K	HW-013	
Bldg 60 (Digester #6)	Davit Crane	Thern	5124GAL	5011-59799	1 Ton
Bldg 60 (Digester #6)	Hand Winch	Thern	4WM2-K	HW-014	
Bldg 60 (Digester #6 Mixer)	Davit Crane	Thern	5110GAL	5011-58422	1000 LBS
Bldg 60 (Digester #6 Mixer)	Hand Winch	Thern	M4312PB-K	HW-015	
CM Yard	Gantry	SPANCO	3ALU1012B	VE0091-001-A	3 Ton
CM Yard	Gantry	SPANCO	3ALU1012B	VE0091-001-B	3 Ton
CM Yard	Floor Crane	Ruger	50	LD41211	1 Ton
CM Yard	Trolley			T-013	
CM Yard	ForkLift Extension Davit		4WYR6	1206-054523-12-5	4000LBS
CM Yard	Gantry	SPANCO	3ALU1212B	VE0417-001-A	3 Ton
CM Yard	Gantry	SPANCO	3ALU1212B	VE0417-001-B	3 Ton
Building 25 (K Warehouse)	Floor Crane	Ruger	50	LD41213	1000LBS
Building 25 (K Warehouse)	Tee Head Extension Bar	Sumner	R-100 / R-150	17957	1500 LBS
Building 84	Floor Crane	Beech Engineering & Manufacturing	B-1000	24796	1000 LBS
Building 84	Lift Truck	Beech Engineering & Manufacturing	GW-2006	22818	1000LBS
Building 88 (Tool Crib)	Chain Hoist	Harrington	CF4671	736181	1 Ton
Building 88 (Tool Crib)	Chain Hoist	Harrington	L4-848	017948	1.5 Ton
Building 88 (Tool Crib)	Chain Hoist	BEEBE	LH 300	02521	1.5 Ton
Building 88 (Tool Crib)	Chain Hoist	Chester	Zephyr	CH-005	1 Ton
Building 88 (Tool Crib)	Chain Hoist	Coffing	LHH	QZ0117	2 Ton
Building 88 (Tool Crib)	Chain Hoist	Coffing	LHH	QZ0104	2 Ton
Building 88 (Tool Crib)	Chain Hoist	Chester	Zephyr	CH-006	2 Ton
Building 88 (Tool Crib)	Chain Hoist	Chester	Zephyr	CH-007	2 Ton

Attachment A – Crane Inventory Wastewater - Treatment

Current Location	Type	Manufacturer	Model	Serial #	Max Capacity
TRES RIOS					
Building 88 (Tool Crib)	Chain Hoist	Harrington	L4-815	754355	1 1/2 Ton
Building 88 (Tool Crib)	Trolley	YALE Eaton	AZ8	T-001	1 Ton
Building 88 (Tool Crib)	Trolley	Dayton	2Z615A	7927	1/2 Ton
Building 88 (Tool Crib)	Safety Line	Sellstrom	2752-S25	0221A	310 LBS (25Ft)
Building 88 (Tool Crib)	Safety Line	Miller	RL20G/20FT	M211035	310 LBS (20Ft)
Building 88 (Tool Crib)	Safety Line	Miller	RL20G/20FT	772687	310 LBS (20Ft)
Building 88 (Tool Crib)	Safety Line	Sala	3400006	142579	900 LBS
Building 88 (Tool Crib)	Trolley	CM	Series 632	T-003	2 Ton
Building 88 (Tool Crib)	Trolley	CM	Series 632	T-005	1 Ton
Building 88 (Tool Crib)	Trolley	CM	Series 632	T-006	1 Ton
Building 88 (Tool Crib)	Trolley	CM	Series 632	T-007	1 Ton
Building 88 (Tool Crib)	Trolley	CM	Series 632	T-008	1 Ton
Building 88 (Tool Crib)	Trolley	CM	Series 632	T-009	1 Ton
Building 88 (Tool Crib)	Chain Hoist	CM	Cyclone	A491JN	2 Ton
Building 88 (Tool Crib)	Chain Hoist	CM	Cyclone	A437JP	2 Ton
Building 88 (Tool Crib)	Chain Hoist	CM	Cyclone	A432JP	2 Ton
Building 88 (Tool Crib)	Chain Hoist	CM	Cyclone	A439JP	2 Ton
Building 88 (Tool Crib)	Chain Hoist	CM	Cyclone	A550MT	3 Ton
Building 88 (Tool Crib)	Chain Hoist	Indersol-Rand	MCH5-010	J15689	1 Ton
Building 88 (Tool Crib)	Chain Hoist	Coffing		CB2795DJM	2 Ton
Building 88 (Tool Crib)	Fall Protection Davit Kit #1	Sala	8518000	DC-011	5000 LBS
Building 88 (Tool Crib)	Fall Protection Davit Kit #2	Sala	8518000	DC-012	5000 LBS
Building 88 (Tool Crib)	Fall Protection Davit Kit #5	Sala	8518040	DC-015	5000 LBS
Building 88 (Tool Crib)	Chain Hoist	Dayton	4ZX44A	11118	3/4 Ton
Building 88 (Tool Crib)	Fall Protection Truck Mount Kit #7	Sala	8510140	DC-017	5000 LBS
Assigned To Ed Wesley	Chain Hoist	CM	Cyclone	A487M3	3 Ton

MOUNT LEMMON					
Main Plant - Effluent Pumps	Bridge Crane	Wright Acco		15-022483	1/2 Ton
Oxidation Ditch - Main Plant	Bridge Crane	Wright Acco		15-024495	1/2 Ton
Operations Building	Tripod			R6847	800 LBS
Operations Building	Hand Winch	Sellstrom RTC	5580	1234	
Booster Station	Monorail	Louden Supertrack		MR-011	1/2 Ton

Attachment A – Crane Inventory Wastewater - Treatment

Current Location	Type	Manufacturer	Model	Serial #	Max Capacity
RANDOLPH/LIFT STATION					
Screening Bridge Crane	Bridge Crane	Yale	BEW3X43RT16/6DZ	21288.2	3 Ton
Raw Sewage Bridge Crain	Bridge Crane	Yale	BEW3X55RT 16/6DZ	21288.1	3 Ton
Raw Sewage Room	Jib Crane	Corbel		JIB-001	2 Ton
Raw Sewage Room	Chain Hoist	CM	Series 622	UU-6	1/2 Ton
Raw Sewage Room	Trolley	CM	Series 632	T-010	
Screening Pump Room	Pneumatic Chain Hoist	CM		SS1929UT	1000 LBS
Screening Pump Room	Trolley	CM	Series 632	T-011	
Screening Pump Room	Monorail			MR-002	
Screening Pump Room	Monorail			MR-003	
Screening Pump Room	Chain Hoist	Harrington	518	364709	1/2 Ton
Screening Pump Room	Trolley	Harrington	TFZ-775	390102	1/2 Ton
Outside	Jib Crane	Yale	EE030X034L16D	04J05K744	3 Ton
Blower Room	Bridge Crane	Yale	BEW3X17RT16/5	02K225K64	3 Ton
MBR Deck	Davit Crane	Thern	5123	5003-21768	1400 LBS
MBR Deck	Hand Winch	Thern	M4312 PB-K	18779	
MIXER	Davit Crane	Treuils Goliath	8 AFI INOX 060	PF 54816	250 KG
MBR Deck	Fall Protection Davit	Best Hoist	ANALOG DAVIT 96R-84H	751	310 LBS
MBR Deck	Fall Protection Davit	Best Hoist	ANALOG DAVIT 96R-84H	752	310 LBS
MBR Deck	Fall Protection Davit	Best Hoist	ANALOG DAVIT 96R-84H	753	310 LBS
MBR Deck	Fall Protection Davit	Best Hoist	ANALOG DAVIT 96R-84H	754	310 LBS
MBR Deck	Fall Protection Davit	Best Hoist	ANALOG DAVIT 96R-84H	755	310 LBS
MBR Deck	Fall Protection Davit	Best Hoist	ANALOG DAVIT 96R-84H	756	310 LBS
MBR Deck	Fall Protection Davit	Best Hoist	ANALOG DAVIT 96R-84H	757	310 LBS
MBR Deck	Safety Line	Tuff-Built	15-49-5G-3/16	171	300 LBS
MBR Deck	Safety Line	Tuff-Built	15-49-5G-3/16	174	300 LBS
MBR Deck	Safety Line	Tuff-Built	15-49-5G-3/16	175	300 LBS
MBR Deck	Safety Line	Tuff-Built	15-49-5G-3/16	176	300 LBS

Attachment A – Crane Inventory Wastewater - Treatment

Current Location	Type	Manufacturer	Model	Serial #	Max Capacity
Sub-Regional Facilities (SRF)					
SRF	Truck Mounted Crane	Liftmore (G890EL)	2700A	T110W39	2700 LBS
Central Maintenance (Electrical)	Truck Mounted Crane	Liftmore (G246GG)	3200REE	11-2647W120	3200 LBS
Tres Rios	Truck Mounted Crane	Isuzu Liftmore (G428GG)	5000W	11-2631W1A1	2.5 Ton
Central Maintenance (SRF MAINT)	Fall Protection Truck Mount Kit #8	Sala	8514459	DC-018	5000 LBS
Central Maintenance (SRF INST)	Fall Protection Truck Mount Kit #9	Sala	8514459	DC-019	5000 LBS

SERIAL NUMBER ABBREVIATIONS
HW = Hand Winch
EW = Electric Winch
DC = Davit Crane
MR = Monorail
CH = Chain Hoist
T = Trolley
JIB = Jib
CP = Floor Crane
BC = Bridge Crane
SP = Spreader
G = Gantry
TP = Tripod
CA = Come Along

Attachment B – Crane Inventory “Other” Pima County Departments

Current Location	Type	Manufacturer	Model	Serial #	Max Capacity
Conveyance					
Continental Sub- Station	Bridge Crane	Harrington			3 Ton
Dodge Facility	Jib Crane	P&H			3 Ton
Dodge Facility	Truck Mounted	Auto Crane	3200		
Fleet Services					
New Shop	Bridge Crane	KoneCrane			5 Ton
New Shop	Jib Crane	KoneCrane			1 Ton
MHT Shop	Jib Crane	KoneCrane			1 Ton
ALS Shop Tire Bay	Jib Crane	Dayton			500 lbs
Mobile Truck	Service Body Crane	AutoCrane	3203PRX	1008-930 PS# G724CW	
Mobile Truck	Service Body Crane	AutoCrane	3203PRX	0703-585 PS# G934EA	
Mobile Truck	Service Body Crane	AutoCrane	5005EH	360800-081 AAN	
Mobile Truck	Service Body Crane	AutoCrane	3203	n/a	
Parks & Recreation					
Truck Mounted	Cable Hoist	Smeal	3TH	9903	6000 lb
Shop	Chain Hoist	Dayton		5081705	2 Ton
Transportation					
Shop Bldg. 24	Cable Hoist	Coffing			1 ton

PIMA COUNTY STANDARD TERMS AND CONDITIONS (06/26/14)

1. OPENING:

Responses will be publicly opened and 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, the 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.

The 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 vendor.

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 shall 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 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.

5. WAIVER:

Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor'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. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

7. INTERPRETATION and APPLICABLE LAW:

The contract shall 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 Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. WARRANTY:

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

9. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without **written** permission 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 no guarantee regarding actual usage is provided.

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10. PACKING:

No extra charges shall be made for packaging or packing material. Contractor shall be 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 the 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 the 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 responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order and/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 provide immediate notice of delay.

12. SPECIFICATION CHANGES:

COUNTY shall have 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 shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce 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, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract shall 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 shall not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

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 PIMA COUNTY FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the Contractor, COUNTY may reject same, and it shall thereupon become the duty of the 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 the Contractor fail, neglect, or refuse immediately to do so, COUNTY, shall have 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 the Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event the Contractor shall fail 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 shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government.

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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 the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be 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, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the 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) 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) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the 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 the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The 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 agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. 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 agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Agreements*.

20. PATENT INDEMNITY:

Contractor shall 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 shall 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 the 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 shall 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 shall 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 shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County.

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

24. ASSIGNMENT:

Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

25. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant Master Agreement or Purchase Orders as if set forth in full herein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall 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:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been 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 and/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 shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the ten 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 shall not be counted in the time calculation. Contractor shall 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 shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be 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 are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to COUNTY. The 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.

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Should exceptional circumstances be present that may justify an additional charge, the 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 the Contractor result in additional costs to the COUNTY the Contractor agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor shall 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:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Pima 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 the COUNTY, Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be promptly delivered to the COUNTY. The Contractor shall be 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 shall apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied 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 ; standard terms and conditions; other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

36. BOOKS AND RECORDS:

Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor shall retain all records relating to this contract at least 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 shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall 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 shall not be 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, shall not be construed as 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 shall not be construed as an accord and satisfaction.

40. SUBCONTRACTOR:

CONTRACTOR shall be 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 the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create 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 shall be 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 shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have 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, shall be deemed to be 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 shall be required to 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 shall 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 will be deemed to be 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 shall be 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 shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

For those projects and contracts where Pima County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor shall either return all data to County or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS