



PIMA COUNTY PROCUREMENT DEPARTMENT
130 W. Congress St., 3rd Floor
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SOLICITATION ADDENDUM

Solicitation Number:	IFB # 173550
Solicitation Title:	Middle School Bicycle Program
Addendum Number:	#2
Commodity /Contracts Officer:	Jennifer Moore, CPPB
Addendum Date:	Thursday, April 02, 2015

The following is provided in response to questions submitted by potential respondents and a review of the solicitation documents after the Pre-Bid Conference that was held Tuesday, March 24, 2015 at 3:00 P.M. MST Local Az Time.

COVER PAGE:

The **DUE IN AND OPENS**: Date and Time have been changed to:
April 13, 2015 at or before 2:00 P.M. Local Arizona Time (MST)

OFFER AGREEMENT:

Page 8, UNIT PRICES, estimated annual usage quantities for Items #4 and #5 are increased. Item #4 the estimated annual usage is changed from 240 to 864 hours; Item #5 the estimated annual usage is changed from 240 to 384 hours.

Page 9, section 11. Insurance, has been revised. Required insurance levels have increased and language pertaining subcontractors has been added.

Please acknowledge receipt of this Addendum in section 13. Acknowledgment of Solicitation Addenda, page 10 of the Offer Agreement.

A revised Offer Agreement is attached for completion and submission with your bid packet.

All other terms and conditions remain the same.

Jennifer Moore, CPPB
Commodity Contracts Officer
Pima County Procurement
Materials and Services Division
Phone: (520) 724-8164
Fax: (520) 791-6509
Email: Jennifer.Moore@pima.gov

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1. INTENT:

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" agreement contract to provide Pima County ("County") with such quantities of services that support the Pima County Bicycle and Pedestrian Program as the County may order from time to time by issue of Delivery Order (DO) pursuant to a resulting executed and effective agreement. 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.

The Program Manager (PM) will be responsible for managing and overseeing the Pima County Middle School Bicycle Ambassador Program for the Pima County Transportation Department. The Middle School Bicycle Ambassador Program provides for performance of tasks that may include but not be limited to:

- A) Travel by bicycle
- B) Participating in school-related community events
- C) Teaching bicycle and pedestrian safety classes at schools
- D) Providing outreach services to schools
- E) Issuing and collecting surveys and compiling data
- F) Support services for the Safe Routes to Schools program
- G) Administrative duties

The PM will be responsible for effectively and efficiently communicating with the designated Transportation Department Representative regarding the services rendered. The PM will meet with the Transportation Representative on a monthly basis to discuss the status and progress of the program.

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* 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 initial 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.

The remainder of this page is intentionally left blank.

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3. CONTRACTOR MINIMUM QUALIFICATIONS:

The CONTRACTOR certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. The CONTRACTOR further stipulates that they possess all licenses required by applicable Agencies to satisfy the requirements of this agreement. Failure to submit documentation to substantiate meeting Minimum Qualification may cause bid to be deemed as non-responsive.

MQ #	Minimum Qualification	
1	Program Manager	
1A	<p>Certified:</p> <p>Program Manager must be currently certified by the League of American Bicyclist as a League Cycling Instructor (LCI)</p>	
1B	<p>Management Experience:</p> <p>Program Manager must have a minimum of two (2) years' experience managing bicycle and pedestrian educational services, to include: (a) bicycle helmet promotion (b) managing Bicycle Safety Courses of which must include one of the following: A) League of American Bicyclist courses for students B) Pima County Middle School Bicycle Safety Curriculum.</p>	<p>Attached to this Offer Agreement is a Resume containing dates of experience, current contact names, and phone numbers of persons who can verify experience as described in MQ 1A, 1B, & 1C.</p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
1C	<p>Facilitation, Coordination and Implementation Experience:</p> <p>Program Manager must have experience working with School Districts and individual schools in setting up bicycle safety education programs, including securing facilities and training times, arranging instruction with teachers, staff and parents; facilitating partnerships with community nonprofits to provide additional cycling support services</p>	

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MQ # 2	Minimum Qualification: Ambassadors
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Ambassadors: Program Manager must have a minimum of six (6) Ambassadors which must: **(a)** be currently **certified** through the League of American Bicyclists training seminar. **(b)** have **experience** teaching bicycle safety courses to middle school students – courses taught may be League of America or other applicable Arizona or local bicycle safety curricula for youth. Experience Narrative must provide and substantiate Bicyclists description of experience, course(s) taught, curriculum used, age of student(s), venue - school, event, organization etc.; current contact information to verify experience. **(c)** provide a signed letter of commitment to perform services in the event of contract award.

Attached to this Offer Agreement are the documents to substantiate the qualifications of the following Ambassadors. In the space provided below - Complete the information requested for 6 Ambassadors (Name, LCI Certification#, Letter of Commitment and Experience Narrative)

2.1	Ambassador Name (First, Last)	
	League Cycling Certification #	
	Letter of Commitment signed by Ambassador	Attached Yes <input type="checkbox"/> No <input type="checkbox"/>
	Experience Narrative	Attached is an experience narrative Yes <input type="checkbox"/> No <input type="checkbox"/>

2.2	Ambassador Name (First, Last)	
	League Cycling Certification #	
	Letter of Commitment signed by Ambassador	Attached Yes <input type="checkbox"/> No <input type="checkbox"/>
	Experience Narrative	Attached is an experience narrative Yes <input type="checkbox"/> No <input type="checkbox"/>

2.3	Ambassador Name (First, Last)	
	League Cycling Certification #	
	Letter of Commitment signed by Ambassador	Attached Yes <input type="checkbox"/> No <input type="checkbox"/>
	Experience Narrative	Attached is an experience narrative Yes <input type="checkbox"/> No <input type="checkbox"/>

2.4	Ambassador Name (First, Last)	
	League Cycling Certification #	
	Letter of Commitment signed by Ambassador	Attached Yes <input type="checkbox"/> No <input type="checkbox"/>
	Experience Narrative	Attached is an experience narrative Yes <input type="checkbox"/> No <input type="checkbox"/>

2.5	Ambassador Name (First, Last)	
	League Cycling Certification #	
	Letter of Commitment signed by Ambassador	Attached Yes <input type="checkbox"/> No <input type="checkbox"/>
	Experience Narrative	Attached is an experience narrative Yes <input type="checkbox"/> No <input type="checkbox"/>

2.6	Ambassador Name (First, Last)	
	League Cycling Certification #	
	Letter of Commitment signed by Ambassador	Attached Yes <input type="checkbox"/> No <input type="checkbox"/>
	Experience Narrative	Attached is an experience narrative Yes <input type="checkbox"/> No <input type="checkbox"/>

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

GENERAL SPECIFICATIONS:

The implementation of the Middle School Bicycle Ambassador program will require an effective partnership between the Pima County Department of Transportation and the Program Manager.

The PM will be responsible for providing management, planning, development, and oversight of all tasks performed by Administrative and Middle School Bicycle Ambassador staff.

Program Manager will be responsible for coordination of program with the Pima County Transportation Representative. The PM will have a specific role during the planning, public outreach, and educational activities of the project. The PM shall communicate and coordinate on a regular basis major activities with the Pima County Transportation Representative to ensure integration and compliance with Pima County grant requirements, goals, and objectives of the Pima County Bicycle and Pedestrian Program.

The Program Manager will be responsible for elements of the following tasks:

Scope of Services

The PM shall meet with the County Transportation Representative to refine the Scope of Services and finalize the Middle School Bicycle Ambassador Job Description (Exhibit A: Middle School Bicycle Ambassador Job Description Draft). These documents shall define the role and work of Pima County, the Program Manager, and all other parties needed to accomplish the goals and objectives of the program.

Deliverables: Finalized Scope of Services; Middle School Bicycle Ambassador Job Description (Exhibit A)

Program Manager

In coordination with the County, the Program Manager will be responsible for managing the Middle School Bicycle Ambassador Program in providing oversight of Ambassadors and compiling and submitting a yearly report of program activities (Annual Report).

Services may consist of advertising, hiring, training and management of Middle School Bicycle Ambassador and Youth Ambassador positions. The Ambassadors will complete the League of American Bicyclists Traffic Skills 101 class and may also complete the League Cycling Instructor (LCI) training (for Ambassadors 18 years and older). The Ambassadors will cycle and work in teams and on their own implementing the services of the Pima County Middle School Bicycle Ambassador Program, while promoting safe and responsible bicycle riding. Ambassadors should spend no more than 10 percent of their time on in-office administrative duties. See Exhibit A for a draft Middle School Bicycle Ambassador Job Description, including a list of tasks the Ambassadors may be required to perform.

Program Manager will be responsible for the management of Ambassador fingerprinting if necessary for school outreach and assure fingerprinting qualification is met. One time occurrence per employee as needed

Program Manager will also be required to submit a year-end Annual Report at the completion of each calendar year of the contract.

Deliverables: Program management services consisting of strategy meetings; meeting minute preparation; program management and oversight; year-end Annual Report; hiring and managing Middle School Bicycle Ambassadors.

Administrative Staff

The Administrative Safe position will involve preparing invoices for the Middle School Bicycle Ambassador Program contract to be submitted to Pima County for payment. Administrative Staff shall also monitor the program budget in coordination with the Program Manager.

Deliverables: Invoices shall be submitted on a monthly basis and document all work performed by the Program Manager, Administrative Staff, and Ambassadors.

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Middle School Ambassador Staff

Middle School Ambassador staff will consist of LCIs, adult non-LCIs (18 years and up), and youth non-LCIs. Ambassador staff may be involved in numerous safety activities with the public, including but not limited to the following:

- Teach bicycle safety courses for youth, including the Pima County Middle School Bicycle Safety Curriculum and other youth-oriented courses. May possibly include weekends.
- Travel directly to and from all work locations by bicycle, bike-on-bus, or personal vehicle unless specific transportation is provided by the County or by the Consultant.
- Practice responsible bicycle use by riding safely at all times with a helmet and appropriate safety gear, adhering to all applicable traffic laws, and practicing the skills learned in the TS 101 course and (as applicable) the LCI training course.
- Assist with bicycle helmet fitting events for youth.
- Deliver and distribute safety materials to schools as part of Walk n' Roll to School Day, International Walk and Bike to School Day, and other special events.
- Teach bike and pedestrian safety to at-risk youth.
- Help parents who are novice bicyclists to bicycle more and teach non-bicyclists how to bicycle.
- Attend community events to distribute literature and dispense knowledge about safe cycling and bike commuting, may possibly include weekends.
- Collect data on walking and cycling to school through surveys and/or traffic counts
- Respond to public, community and media requests for information and materials
- Survey and notify jurisdictions of roadway and bikeway maintenance needs, including potholes, debris in bike lanes or on shared use pathways, roadway or bike lane damage, missing signs and stripes, etc.

Additional work tasks are illustrated in Exhibit A.

Deliverables: Program services including class instruction, safety outreach, data collection, and other activities as directed by the Program Manager.

Direct Expenses

Provision of training materials shall be the responsibility of Pima County. This includes printing of educational workbooks and brochures, training manuals, maps, safety guides, etc. Pima County shall be the owner of these items until distributed to public participants.

Provision of safety items shall be the responsibility of the Program Manager, such as safety videos, bicycle helmets, bicycle bells, and other bicycle safety gear. Pima County shall be the owner of these items until distributed to public participants.

Program Manager may submit for reimbursement on travel expense, parking costs, class advertising expense, purchase of bicycle safety items for class participants and for safety outreach, and other program expenses.

TYPICAL BUSINESS PROCESS FLOW FOR PRODUCTS/SERVICES:

Major business process tasks, who performs them and typical duration of each task, from order to invoice.

Task No.	TASK DESCRIPTION	Performed By	Est. Duration(Days)
1	Finalize scope of services	Contractor	8 hours
2	Finalize the Bicycle and Pedestrian Ambassador Job Description	Contractor	8 hours
3	Submit progress report at designated time frame; including year end	Contractor	On going
4	Program management services: strategy meetings, meeting minutes, project management and oversight; hiring and managing Middle School Bicycle Ambassadors and completion of status reports.	Contractor	On going
5	Managing of Ambassadors' fingerprinting (as needed) and assure fingerprinting qualification is met.	Contractor	One time; per employee
6	Purchase of bicycle helmets, bike bells, locks, multitools, and other bike safety items for classes and outreach activities (reimbursed by County)	Contractor	On going
7	Reimbursement for travel to outlying areas, to include but not limited, to Green Valley, Sahuarita, Marana, Oro Valley and Ajo.	County	On going
8	Printing and purchase of educational workbooks and brochures, trainer manuals, safety videos, etc.	County	On going

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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 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) documents. Order documents will be furnished to CONTRACTOR via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the CONTRACTOR within five workdays of the date the verbal order is given.**

CONTRACTOR is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Delivery Order (DO) at the time of provision. The CONTRACTOR 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).

The CONTRACTOR 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 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 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.

CONTRACTOR 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 Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract 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 CONTRACTOR unprocessed for correction. **CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR 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. CONTRACTOR shall submit valid invoice document consistent with the associated Purchase Order (PO), 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

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discounted payment is due. If desired, for any order issued pursuant with this agreement, the CONTRACTOR may offer early payment discounts that exceed this Standard Early Payment Discount.

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

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

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.

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 CONTRACTOR 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.

CONTRACTOR will provide detailed documentation in support of payment requests which shall document, be consistent with and not exceed the COUNTY's order. CONTRACTOR shall bill COUNTY within one month after the date on which CONTRACTOR's right to payment accrues ("Payment Accrual Date"), which, unless this agreement specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of the COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to the COUNTY's order. County will refuse to pay any amount billed more than six months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

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UNIT PRICES (Net 30 day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Project Manager (average of 26 hours per month, 1 staff)	336	HR	\$	\$
2	Administrative & Billing staff (Average 6 hours per month, 1 staff)	72	HR	\$	\$
3	Ambassador - League Certified Instructor (LCI) Average 24 hours each per month, 6 LCI Ambassadors)	1728	HR	\$	\$
4	Ambassador - Non-LCI (Average 12 hours each per month, 6 – Non-LCI Ambassadors)	864	HR	\$	\$
5	Youth Ambassadors (Average 8 hours each per month, 4 Youth Ambassadors)	384	HR	\$	\$
6	<u>Direct Charges:</u> Mileage, Fingerprinting, Report Materials, Office, Advertising for classes, safety items etc. Reimbursement for travel to outlying area to include but not limited to Green Valley, Sahuarita, Oro Valley, Marana, and Ajo. Mileage will be reimbursed at County rate. Reimbursement for fingerprinting will be at cost.	1	LOT	Annual	\$16,500.00
FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid <u>IF</u> applicable do <u>NOT</u> include sales tax in unit price.				TOTAL ANNUAL BID Items 1 -6	\$

SALES TAX TYPE	ITEM #'S AFFECTED	TAXING JURISDICTION	SALES TAX %	SALES TAX \$ (IF ANY)
Equipment/Parts				

MASTER PRICE LIST

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall submit Master Price List (MPL) documents, diskette or compact disc and filenames or identify website address, identifying all other items offered pursuant to this agreement to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount off List Prices as given for those items specifically defined above. Item Unit Prices above shall govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)

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 Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract.

CONTRACTOR guarantees delivery of product or service as mutually agreed by both parties in calendar days after issue date of order. If required to satisfy the guaranteed delivery interval CONTRACTOR will utilize premium freight method at no additional cost to the County.

9. TAXES, FEES, EXPENSES:

Articles sold to 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

CONTRACTOR and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No.173550 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, CONTRACTORs Bid Offer, documents submitted by CONTRACTOR or References to satisfy CONTRACTOR Minimum Qualifications and on other information and documents submitted by the CONTRACTOR 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.

11. INSURANCE:

Contractor shall provide coverage with limits of liability not less than those stated below.

a. Commercial General Liability (CGL) – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

b. The general liability, and automobile policies shall be endorsed, as required by this written agreement, to include Pima County and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

c. The general liability, workers' compensation and automobile policies shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Pima County, its departments, and employees for losses arising from work performed by or on behalf of the Contractor.

d. If required by law, workers' compensation coverage including employees' liability coverage.

e. Subcontractors:Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

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11. INSURANCE: continued:

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

12. PERFORMANCE BOND: N/A

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

CONTRACTOR 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

The remainder of this page is intentionally left blank.

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15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

CONTRACT 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 "CONTRACTOR" 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 Master Agreement (MA) or Purchase Order (PO) 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 CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

County Attorney Contract Approval "As to Form":

EXHIBIT A: Middle School Bicycle Ambassador Job Description

The Middle School Bicycle Ambassadors will work in teams and on their own implementing the services of the Pima County Middle School Bicycle Ambassador Program. Candidates must be experienced cyclists, willing to ride in most weather conditions, and who actively demonstrate a commitment to safe cycling as a sustainable form of transportation. Upon hiring, candidates will complete a League of American Bicyclists Traffic Skills 101 course. Additionally, Ambassadors 18 years and older may complete a League Cycling Instructor (LCI) training course. Candidates must also possess outgoing personalities and be confident speaking in public. Tasks include but are not limited to:

- Teach bicycle safety courses for youth, including the Pima County Middle School Bicycle Safety Curriculum and other youth-oriented courses. May possibly include weekends.
- Travel directly to and from all work locations by bicycle, bike-on-bus, or personal vehicle unless specific transportation is provided by the County or by the Consultant.
- Practice responsible bicycle use by riding safely at all times with a helmet and appropriate safety gear, adhering to all applicable traffic laws, and practicing the skills learned in the TS 101 course and (as applicable) the LCI training course.
- Assist with bicycle helmet fitting events for youth.
- Deliver and distribute safety materials to schools as part of Walk n' Roll to School Day, International Walk and Bike to School Day, and other special events.
- Teach bike and pedestrian safety to at-risk youth.
- Help parents who are novice bicyclists to bicycle more and teach non-bicyclists how to bicycle.
- Attend community events to distribute literature and dispense knowledge about safe cycling and bike commuting, may possibly include weekends.
- Collect data on walking and cycling to school through surveys and/or traffic counts
- Respond to public, community and media requests for information and materials
- Survey and notify jurisdictions of roadway and bikeway maintenance needs, including potholes, debris in bike lanes or on shared use pathways, roadway or bike lane damage, missing signs and stripes, etc.

League Cycling Instructor (LCI) Bike Ambassador qualifications:

- Successfully completed an LCI certification course
- Ability to teach Pima County Middle School Bicycle Safety Curriculum and TS 101 and other League-affiliated safety classes.
- Experience in program delivery to youth and to people of all abilities, cultural groups, economic status, and sexual orientation.
- Bicycle helmet fitting experience and promotion for youth.
- Ability to work in teams and foster team spirit.
- Strong problem solving and self-motivation skills.
- Experienced cyclist.
- Complete fingerprinting if working with school or after-school programs which require fingerprinting.

Non-LCI Bike Ambassador qualifications:

- Attend and complete TS101 class.
- Ability to communicate clearly in both written and verbal form, with all types of community members in formal and informal situations.
- Experience in program delivery to youth and to people of all abilities, cultural groups, economic status, and sexual orientation.
- Bicycle helmet fitting experience and promotion for youth.
- Ability to work in teams and foster team spirit.
- Strong problem solving and self-motivation skills.
- Moderately experienced to experienced cyclist.
- Complete fingerprinting if working with school or after-school programs which require fingerprinting.

Youth Ambassador qualifications:

- Attend and complete TS101 class.
- Minimum requirement of 2.5 GPA.
- Attending high school full-time or received GED or High School diploma.
- Maximum hours per week: 12 hours during the school year.

Preferred qualifications:

- LAB Certified Instructor.
- Fluency in Spanish.

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PIMA COUNTY STANDARD TERMS AND CONDITIONS (02/17/15)

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:

CONTRACTOR, by submission of an offer, bid or proposal does waives 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.

All 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.

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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. 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, 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.

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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.

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 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, CONTRACTOR 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

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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. 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 anytime, 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

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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.

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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