PIMA COUNTY PROCUREMENT DEPARTMENT
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SOLICITATION ADDENDUM

Solicitation Number:	**IFB #189982**
Solicitation Title:	**Vector Manhole Cockroach Treatment**
Commodity /Contracts Officer:	**Julie K McWilliams**
Addendum Number:	**#1**
Addendum Date:	**December 18, 2015**

INSTRUCTIONS:

The following clarifications and revisions shall be incorporated to the above referenced solicitation. Original Offer Agreement is replaced with Offer Agreement Addendum #1 attached.

Questions and Answers

Q1: Should Use Tax be included in unit pricing?
A1: No. Use Tax should not be included in unit pricing.

Q2: When is latest date an addendum would be issued?
A2: Addendums are issued as needed and extend the submittal Due In date with sufficient amount of time for respondents to comprehend and incorporate the changes; refer to this Addendum Revision #1.

Q3: Bidder must provide at least two (2) references from governmental agencies for which Bidder has provided cockroach treatment services, with conveyance systems containing a minimum of 5,000 manholes and cleanouts. Would the County consider reducing the number or type of company for this reference?
A3: No. The requirement remains unchanged.

Q4: References must include provisions demonstrating successful treatment applications in Green Zone and Yellow Zone, but "Green Zone" and "Yellow Zone" are specific only to Pima County. Can this requirement be deleted?
A4: No. The requirement remains unchanged.
Green Zone is the primary chemical that is used to spray manholes and cleanouts accessible by vehicle. Yellow Zone is the secondary chemical that is used to spray manholes and cleanouts not accessible by vehicle, thus a portable unit must be utilized to spray the manholes and cleanouts.

Q5: Does County want guarantee from Contractor or product manufacturer?
A5: Both.

Q6: Will the County reimburse Contractor for costs incurred for any costs incurred mid-term as a result of the County modifying insurance limits, required coverages or endorsements?
A6: No. The County does not reimburse Contractors for the cost of insurance. Contractors may include whatever costs they deem appropriate to the unit prices bid, including the cost of insurance.

Q7: Will the work include the Town of Marana?
A7: Yes.

Q8: Will the County identify which jurisdictions have requirements that exceed industry standards?
A8: No. The Contractor is responsible for contacting and coordinating with the governing bodies of each municipality to determine how to provide the contracted services.

Q9: Will the County identify areas where endangered species and protected ecosystems exist?
A9: No. The Contractor is responsible for compliance with Federal regulations to provide the contracted services.

Q10: Scope of Work includes the following: "*Inspect the condition of the system/feature and notify RWRD Conveyance of any maintenance requirements*." Will County consider deleting this requirement?

A10: No. The requirement remains unchanged. Contractor should notify RWRD Conveyance of any situation that interferes with normal sanitary sewer operating conditions.
Pima County is asking for a visual check of the interior of the manhole. This requirement is part of our preventative maintenance program, as another resource in the prevention of unauthorized sewer releases into the environment. A visual check is simple; while the manhole cover is removed look down to the bottom of the manhole, visually check to see if sewage water is flowing. If not flowing, is there a foreign substance blocking the flow, for example: a large rock, a bale of hay, anything not normally found in a sewer system. We are not asking for a professional opinion of the problem, we are asking for a reasonable assumption that a problem may exist, thus needing Pima County's attention.

This requirement has been included within this contract for the entire duration (approximately 10 years) of contract; it has effectively assisted in the prevention of numerous issues (SSO) before it becomes a reportable ADEQ event.

Contractors will be required to go through an information meeting with Pima County Conveyance Division Safety personnel, at that time a more detailed explanation will be offered to the bid award contractor.

Q11: Observation and Emergency Notification Requirements includes the following: *"Contractor will visually inspect each manhole or cleanout when it is opened, and prior to application of the insecticide to identify sanitary sewer overflows, hazardous materials, waste, or any other type of potential problem that could have a negative environmental impact on the immediate area."* Will County consider deleting the word "any"?

A11: No. The requirement remains unchanged. Contractor should notify RWRD Conveyance of any situation that requires emergency attention.
Refer to Q10- Again, this requirement has been included within this contract for the entire duration (approximately 10 years) of contract; it has effectively assisted in the prevention of numerous issues (SSO) before it becomes a reportable ADEQ event.

Q12: Will Contractor be required to complete separate training from the City of Tucson to work in proximity of the City's SunLink streetcar? If so, will the County pay for the training?

A12: The Contractor is responsible for any training required by the City of Tucson. As stated above, Contractor is responsible for identifying and complying with all requirements necessary to provide the contracted services.

Q13: Are subcontractors required to meet all the same requirements as the Contractor?

A13: Yes. The Contractor is responsible for ensuring that all subconractors follow the terms of the contract.

Q14: "Daily" quality control is not practical. Would County consider revising to bi-weekly or delete entirely?

A14: No. The requirement remains unchanged.
Pima County is asking that the Contractor track the daily activities of their respective staff to ensure the project is advancing as required. By doing so it will prevent any disruption of work activities due to malfunctioning equipment, chemical breakdown, manhole location or any situation that would interfere with daily production.

Q15: Scope of Work includes the following: "Contractor will visually inspect each manhole or cleanout when it is opened, and prior to application of the insecticide to identify sanitary sewer overflows, hazardous materials, waste, or any other type of potential problem that could have a negative environmental impact on the immediate area." What is meant by "any other type of potential problem"?

A15: Contractor should notify RWRD Conveyance of any situation that interferes with normal sanitary sewer operating conditions.
Refer to Q10 - A visual check of sewer system, not asking Contractor to remedy the situation, just notify Pima County that something is amiss within the manhole. For example: if a foreign item is obstructing the flow causing the water to rise within the manhole cone, the Contractor will not be able to apply the insecticide to the walls of the manhole until Pima County has cleared the obstruction and normal flow has been restored.

Q16: Can the Contractor change which product is used mid-term?

A16: No. Whichever product is identified on the solicitation must be used throughout the two (2)-year term.

Q17: How many times each year will Pima County schedule work in the Town of Marana?
A17: The contract will require several visits within a period of a month. This will occur during second half of year two of the contract.

Q18: Please remove the Professional Liability E&O insurance requirement.
A18: Section 11.1.4 Professional Liability (Errors and Omissions) Insurance has been deleted; refer to this Addendum Revision #3.

Q19: If there are discounts offered, is that evaluated in the unit price?
A19: No.

Q20: Please remove Rating portion of Attachment A.
A20: No. The requirement remains unchanged

Revisions

Revision #1: **DUE IN AND OPENS change:**

From: "DECEMBER 28, 2015 AT OR BEFORE 1:00 P.M. LOCAL ARIZONA TIME"

To: "JANUARY 7, 2016 AT OR BEFORE 1:00 P.M. LOCAL ARIZONA TIME"

Revision #2: **Correction to CONTRACTOR MINIMUM QUALIFICATIONS**

From: "MSDA"

To: "SDS"

Bid Insecticide product(s) ~~MSDA~~ SDS and literature are included: (Check One)

Revision #3: **DELETE Section 11.1.4 Professional Liability (Errors and Omissions) Insurance**

~~11.1.4 **Professional Liability (Errors and Omissions) Insurance** – This insurance is required when soliciting work from licensed professionals. The policy limits shall be not less than $1,000,000 Each Claim and $1,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.~~

~~In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.~~

~~**Examples of Professional Services requiring E&O insurance:** Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Licensed Health Care Practitioners, Legal Services, Engineering Services, or Surveying Services.~~

Revision #4: **MODIFY SCOPE OF WORK Section II.1.**

From: "Coordinate all of the work activities so as to guarantee minimum interference with normal sanitary sewer operating conditions and procedures while ensuring no release of sewage."

To: "Coordinate all of the work activities so as to guarantee minimum interference with normal sanitary sewer operating conditions and procedures while ensuring no release of sewage. 'Release of Sewage' in this context is defined as any activity performed by the applicator or use of product which impedes the normal flow of the sewer system, creating a surcharge resulting in raw sewage overflowing from manhole rim. In other words, any

activity that will result in regulatory non-compliance, known in the industry as Sanitary Sewer Overflow (SSO)."

1. Coordinate all of the work activities so as to guarantee minimum interference with normal sanitary sewer operating conditions and procedures while ensuring no release of sewage. "Release of Sewage" in this context is defined as any activity performed by the applicator or use of product which impedes the normal flow of the sewer system, creating a surcharge resulting in raw sewage overflowing from manhole rim. In other words, any activity that will result in regulatory non-compliance, known in the industry as Sanitary Sewer Overflow (SSO).

Revision #5: **MODIFY Subcontractor Management, SCOPE OF WORK IV.1.**

From: "Due to the extent of this program, it is possible that one or more subcontractors or subcontractor crews may be required to complete the tasks. With RWRD Conveyance pre-approval, Contractor may utilize qualified, pre-trained subcontractors to assist in the work that the Contractor is performing. Contractor will be responsible for ensuring that the work of the subcontractors is performed within the guidelines established herein, completed in a timely manner, and shall not adversely impact the overall program schedule."

To: **"Due to the extent of this program, it is possible that one or more subcontractors or subcontractor crews may be required to complete the tasks. With RWRD Conveyance pre-approval, Contractor may utilize qualified, pre-trained subcontractors to assist in the work that the Contractor is performing. Contractor will be responsible for ensuring that the work of the subcontractors is performed within the guidelines established herein, completed in a timely manner, and shall not adversely impact the overall program schedule. Subcontractors must legally operate a pesticide business within the State of Arizona and maintain a current Pesticide license."**

1. Subcontractor Management

Due to the extent of this program, it is possible that one or more subcontractors or subcontractor crews may be required to complete the tasks. With RWRD Conveyance pre-approval, Contractor may utilize qualified, pre-trained subcontractors to assist in the work that the Contractor is performing. Contractor will be responsible for ensuring that the work of the subcontractors is performed within the guidelines established herein, completed in a timely manner, and shall not adversely impact the overall program schedule. Subcontractors must legally operate a pesticide business within the State of Arizona and maintain a current Pesticide license.

Revision #6: **MODIFY Insecticide Application Requirements, SCOPE OF WORK V.6.**

From: "The selected insecticides shall be in compliance with the manufacturer's recommendation."

To: **"The selected insecticides shall be in compliance with the manufacturer's recommendation. Once approved by RWRD Conveyance, Contractor will use same product throughout term of contract."**

and

From: "Contractor will be responsible for cleaning manhole walls to ensure proper adhesion. Any adhesion problems due to surface conditions must be corrected by the Contractor at no additional cost to RWRD Conveyance."

To: **"Contractor will be responsible for cleaning manhole walls to ensure proper adhesion. "Proper Adhesion" in this context is defined as the product must adhere to the walls of the manhole. Any adhesion problems due to surface conditions must be corrected by the Contractor at no additional cost to RWRD Conveyance. If a severe surface issue exists, Contractor will immediately notify RWRD Conveyance for further evaluation and consideration of corrective action."**

6. Insecticide Application Requirements

The selected insecticides shall be in compliance with the manufacturer's recommendation. Once approved by RWRD Conveyance, Contractor will use same product throughout term of contract.

Contractor/Subcontractor staff assigned to spray the manholes and cleanouts are required to maintain current certification from the Arizona Office of Pest Management for the application of each insecticide used in this program for the duration of the contract, including all renewals.

Any spill or over-spray of insecticide product or application of product outside of the manholes or cleanouts must be reported to RWRD Conveyance immediately. Contractor will be responsible for all costs associated with the remediation of the spill or over-spray, and must report all incidents of same to the proper authorities.

Contractor will reimburse County for the mitigation of any damage caused by over-spraying and/or spilling of the insecticide that adversely impacts either the Conveyance System and/or the involved treatment plant. County will deduct the mitigation expenses from Contractor's outstanding invoices whenever applicable.

Contractor will be responsible for cleaning manhole walls to ensure proper adhesion. "Proper Adhesion" in this context is defined as the product must adhere to the walls of the manhole. Any adhesion problems due to surface conditions must be corrected by the Contractor at no additional cost to RWRD Conveyance. If a severe surface issue exists, Contractor will immediately notify RWRD Conveyance for further evaluation and consideration of corrective action.

Revision #7: **MODIFY all reference to latex.**

From: "latex-based"

To: **"white, latex-based"**

white, latex-based

Revision #8: **MODIFY Exhibit C items #1 and #3.**

From: "Complete sewer system treatment"

To: **"Complete sewer system treatment. Depth of application from bench (if exists) or invert to rim of manhole."**

- Complete sewer system treatment. Depth of application from bench (if exists) or invert to rim of manhole.

Revision #9: **MODIFY Exhibit C items #2 and #4.**

Add: **"Depth of application: As far as the application wand will provide for a cleanout. This implies that the applicator must open the cleanout cap/lid and perform the application."**

- Depth of application: As far as the application wand will provide for a cleanout. This implies that the applicator must open the cleanout cap/lid and perform the application.

Revision #10: **MODIFY Attachment A: Reference Form.**

ADD: **"Has Contractor's treatment successfully covered a two (2) year warranty period for Green Zone applications (locations with clear vehicle access or pavement)? YES ☐ NO ☐**

Has Contractor's treatment successfully covered a one (1) year warranty for Yellow Zone applications (locations with limited or no vehicle access)? YES ☐ NO ☐"

Has Contractor's treatment successfully covered a two (2) year warranty period for Green Zone applications (locations with clear vehicle access or pavement)? **YES** ☐ **NO** ☐

Has Contractor's treatment successfully covered a one (1) year warranty for Yellow Zone applications (locations with limited or no vehicle access)? **YES** ☐ **NO** ☐

All other terms and conditions remain the same.

Replace Offer Agreement: **OFFER AGREEMENT: Vector Manhole Cockroach Treatment (1 of 28 pages):** with **OFFER AGREEMENT (Addendum #1) Vector Manhole Cockroach Treatment (1 of 28 pages) including *PIMA COUNTY STANDARD TERMS AND CONDITIONS***:

SEE ATTACHED (28 PAGES) ALL 28 PAGES SHALL BE COMPLETED AND RETURNED IN SEALED ENVELOPE

Julie K McWilliams
Commodity/Contracts Officer
Pima County Procurement
Materials & Services Division
Julie.Mcwilliams@pima.gov

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 Vector Manhole Cockroach Treatment as County may order from time to time by issue of Delivery Order (DO) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County.

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

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

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

2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:
The initial term of the contract will be for a one (1) two-year period and include two (2) two-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 will signify acceptance of all such changes by Contractor and the amendment will be binding upon the parties, effective on the date of issuance.

3. CONTRACTOR MINIMUM QUALIFICATIONS :
The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

Contractor will research the designated Issuing Agency requirements to perform the requested work and will list **currently active** license number(s), Description & Class for the required licenses and will agree to continuously maintain said license(s) for the term of the contract if awarded by County and to notify County within ten (10) workdays of any change in license status.

MQ Line#	MINIMUM QUALIFICATIONS	CHECK ☑ appropriate response certifying agreement with the requirement.
1	CONTRACTOR certifies that it is competent, willing and responsible for performing the services and/or providing the products in accordance with all requirements of the solicitation and this contract.	☐ Yes ☐ No

MQ Line#	License Name/Title	Issuing Agency	License Number	License Initial Issue	License Expire Date (Must be Current)	Copy of License Attached
2	**OPM Business License B1** (General & Public Health Pest Management). License must show at least five (5) years continuous service immediately prior to the date of this solicitation (the last date of IFB addendum if any addendum is issued.)	Arizona Office of Pest Management (OPM).	License #	Date	Date	☐ **Yes** ☐ **No**
3	**Qualifying Party Licensee** applicable to Item No.1.	Arizona Office of Pest Management (OPM).	License #	Date	Date	☐ **Yes** ☐ **No**

MQ Line#	Description	Documentation
4	**References: Attachment A MUST be submitted with Offer Agreement.** Verifiable and satisfactory references from at least two (2) governmental agencies with a conveyance system containing a minimum of 5,000 manholes and cleanouts, in an arid environment similar to that of Pima County. Areas that will be considered are west Texas, New Mexico, Arizona, Nevada and California with all areas at an elevation of 4,000 feet or less and an annual rainfall of 15 inches or less. The verifiable and satisfactory references must be bidder's current or past clients, for whom the bid product has been used for the treatment of cockroach abatement within the past five (5) years. The reference must demonstrate, at a minimum, the successful completion of two (2) year warranty for Green Zone applications (Locations with clear vehicle access or pavement) and successful completion of one (1) year warranty for Yellow Zone applications (Locations with limited or no vehicle access). References may reflect use of a different insecticide than Insecta EPA #45600-1 or D-Fense SC Insecticide as the product satisfies specifications listed in #5 below.	1) Client's Agency Name: City/State: Insecticide Mfr. and Mfr. Catalog No.: Number of manholes/cleanouts treated: _____ Service Time Frame: Contact Name and Title: Contact Phone: Contact Email: **ATTACHMENT A** SUBMITTED WITH OFFER AGREEMENT FOR CLIENT'S AGENCY #1 ☐ **Yes** ☐ **No** 2) Client's Agency Name: Insecticide Mfr. and Mfr. Catalog No.: Number of manholes/cleanouts treated: _____ Service Time Frame: Contact Name and Title: Contact Phone: Contact Email: **ATTACHMENT A** SUBMITTED WITH OFFER AGREEMENT FOR CLIENT'S AGENCY #2 ☐ **Yes** ☐ **No**

5	**WARRANTY** The cockroach abatement applied to a manhole or cleanout must be guaranteed by bidder for a minimum of 2-years for Green Zone application and 1-year for Yellow Zone application from the date of application. If fifty (50) or more live cockroaches are found at a treated structure during the warranty period, the structure must be re-treated by the awarded bidder within ten (10) calendar days at no additional cost to the County. Insecticide Manufacturer Label with a verifiable EPA Active registration number for both Green and Yellow Zone insecticides, if different. Insecticide label(s) must indicate the product is for treatment of "Sewer Manholes" for control of cockroaches. Material Safety Data Sheets (SDS) and descriptive literature must be provided for the product(s) offered. Must also include documentation to verify the EPA Registration Number is Active.	I agree MQ Line Item #5 Warranty. (Check One) ☐ **Yes** ☐ **No** Bid insecticide Manufacturer Name(s) and Verifiable Active EPA Registration Numbers Manufacturer Name: _____ Registration Number: _____ Bid Insecticide Manufacturer Label(s) included: (Check One) ☐ **Yes** **Total Pages** _____ ☐ **No** Bid Insecticide product(s) SDS and literature are included: (Check One) ☐ **Yes** **Total Pages** _____ ☐ **No** Proof of Active EPA Registration Number(s) documentation included: (Check One) ☐ **Yes** ☐ **No**
6	**DEDICATED PERSONNEL** CONTRACTOR will designate a Contact who will be available to receive and process map/work orders and Delivery Orders and communicate with County on an as needed basis regarding the status of map/work orders and Delivery Orders, completion dates, etc. CONTRACTOR will designate at least one employee dedicated to perform work as described under this contract.	Contact Information: Name and Title: _____ Contact Phone: _____ Contact Email: _____ Days/Hours of Operation: _____ Contact Information: Name and Title: _____ Contact Phone: _____ Contact Email: _____ Days/Hours Available: _____

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:
All goods and services shall conform to the *Instructions to Bidders* and *Standard Terms and Conditions* as modified or added to by the **EXHIBIT A SCOPE OF SERVICES.**

5. OFFER ACCEPTANCE AND ORDER RELEASES:
County will accept offers and execute contracts by issue of a Master Agreement (MA) to 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.

County will order products or services pursuant to an executed Master Agreement 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 Contractor within five workdays of the date the verbal order is given.**

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

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

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

7. COMPENSATION & PAYMENT:
All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage. **Respondent must complete and submit EXHIBIT B LIVING WAGE CERTIFICATE in order to be considered for bid evaluation**.

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

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

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

CONTRACTOR will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. Contractor will bill COUNTY within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

UNIT PRICES (Net 30 day Payment Terms)
Complete and Submit Exhibit C

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

Delivery locations:
Conveyance Division
3355 N Dodge Blvd.
Tucson, AZ 85716

CONTRACTOR must complete at least half of the originally issued map/work orders before any new map/work orders are issued.

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

10. OTHER DOCUMENTS
Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 189982 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:
The 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 arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance.

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have 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.

11.1 Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

11.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of $1,000,000 Each Occurrence and $1,000,000 General Aggregate. Policy shall include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.

11.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of $1,000,000.

11.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - $500,000.

Note: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate Pima County Sole Proprietor or Independent Contractor Waiver form.

11.2 Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

11.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

11.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

11.2.3 Primary Insurance Endorsement: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.

11.2.4 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

11.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Pima County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

11.4 Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

11.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by 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. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

11.4.2 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

11.5 Approval and Modifications:

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

11.6 Subcontractors:

Contractor's certificate(s) will include all subcontractors as additional insureds under its policies **OR** Contractor will furnish to COUNTY upon request separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

12. PERFORMANCE BOND:
None

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

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

Addendum #	Date	Addendum #	Date	Addendum #	Date

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:
Is your firm SBE certified as defined by the solicitation's '*Instruction To Bidders*"? Yes ☐ No ☐ (Select one)
If 'Yes', have you included your certification document? Yes ☐ No ☐ (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

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15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ **FAX:** _____

CONTACT PERSON EMAIL ADDRESS: _____

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

_____

CORPORATE HEADQUARTERS LOCATION:

STREET ADDRESS CITY, STATE, ZIP: _____

_____

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

SIGNATURE: _____ DATE: _____

_____

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

11. DELIVERY:
On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

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

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

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

12. SPECIFICATION CHANGES:
COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.
Nothing in this clause reduces Contractor's' responsibility to proceed without delay in the delivery or performance of an order.

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

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

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

16. ACCEPTANCE OF MATERIALS AND SERVICES:
COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

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

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is

delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:
Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

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

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

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

22. UNFAIR COMPETITION AND OTHER LAWS:
Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:
Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of

and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

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

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

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

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

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

28. PUBLIC INFORMATION:
Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

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

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

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

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:
Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will
be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable

to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY had given Contractor reasonable time to respond to COUNTY's requests for support.

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

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

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

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

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

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

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

37. COUNTERPARTS:
The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

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

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

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

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

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

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

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

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

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

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

43. CONTROL OF DATA PROVIDED BY COUNTY:
For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by COUNTY, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by COUNTY during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to COUNTY or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

END OF *PIMA COUNTY STANDARD TERMS AND CONDITIONS*

EXHIBIT A: SCOPE OF SERVICES

I. INTRODUCTION

The purpose of this contract is to specify the terms and conditions whereby the Contractor agrees to provide Vector Control through manhole treatment services using Regional Wastewater Reclamation Department (RWRD) Conveyance approved insecticides as described herein, also referred to as the "program". This contract will provide for a pro-active application process where one half of the system manholes are treated each year, taking advantage of the insecticide product's two-year warranty.

The RWRD Conveyance sewerage systems consist of nearly 3,462 miles of separate public sanitary sewers. The estimated 74,000 manholes and 9,000 cleanouts in the system are located throughout Eastern Pima County. This includes the jurisdictions of the City of Tucson, South Tucson, and the neighboring towns of Marana, Oro Valley, and Sahuarita. This also includes the unincorporated communities of Summerhaven (Mt. Lemmon), Arivaca Junction, Avra Valley, Green Valley, Corona de Tucson, and Catalina. It is estimated that 2% of the manholes in the Tucson metropolitan area will be difficult to access, while 10% of the manholes in the outlying regions will be difficult to access.

The Contractor shall operate the program as currently designed by RWRD Conveyance and shall serve as a representative of Pima County in the field. RWRD Conveyance will maintain daily oversight and control of all work order issuances, work order returns, and associated database management tasks. These map/work orders are processed through the Hansen system. The end result is a Delivery order.

All references to manholes in this scope of work are inclusive of features of the public sanitary sewerage conveyance system; such as manholes (proper) and cleanouts unless otherwise noted.

II. SCOPE OF WORK (SOW)

The purpose of the manhole treatment services for Vector Control is to minimize the cockroach population for the health protection of the general public and for the workers maintaining the system. This population resides primarily in the public sanitary sewerage conveyance system. The program will be designed to treat 50% of the involved public system features each year. Treatment of all individual manholes and cleanouts shall be every two years, coinciding with the warranty period of the specific insecticide used.

Contractor will be required to:

1. Coordinate all of the work activities so as to guarantee minimum interference with normal sanitary sewer operating conditions and procedures while ensuring no release of sewage. "Release of Sewage" in this context is defined as any activity performed by the applicator or use of product which impedes the normal flow of the sewer system, creating a surcharge resulting in raw sewage overflowing from manhole rim. In other words, any activity that will result in regulatory non-compliance, known in the industry as Sanitary Sewer Overflow (SSO).
2. Plan and schedule all program activities for each week to insure the timely completion of the SOW.
3. Comply with all Municipal, County, State, and Federal regulations and ordinances pertaining to the activities and materials of this contract (i.e. impact on endangered species and protected ecosystems, traffic control requirements and limitations, noise ordinances, work hour restrictions, application certification, and OSHA requirements).
4. Perform field reconnaissance to locate and access manholes and cleanouts when necessary.
5. Develop procedures for accessing and treating welded, bolted, and access restricted manholes.
6. Coordinate all traffic control requirements with appropriate jurisdictions.
7. Inspect the condition of the system/feature and notify RWRD Conveyance of any maintenance requirements. Contact information for RWRD Conveyance will be provided during training.
8. Communicate with the public in an effective, efficient, and professional manner.
9. Apply a RWRD Conveyance approved insecticide in accordance with the manufacturer's recommendations.
10. Complete the treatment of all exposed manholes and cleanouts within each Section.
11. Notify RWRD Conveyance of any sewer base map corrections, errors, or additions.
12. Perform all required quality control of field crew application and documentation.
13. Submit completed Section Map/work orders as required by RWRD Conveyance.
14. Maps and work orders are picked up by the Contractor to be completed with areas that need to be sprayed, start and end times, and other information.

III. TRAINING

1. Classroom Training Session:

During the classroom training session, the Contractor's personnel will be presented with an overview of the operation of Pima County's sanitary sewerage conveyance system, characteristics unique to this system (i.e. manhole inserts, flow meters, H2S meters) and examples of abnormal conditions that shall require emergency or immediate notification to RWRD Conveyance. Personnel will be instructed on how to use the sewer base maps and how to fill out the RWRD Conveyance Cover sheet for the individual Quarter Sections. During this classroom session, personnel will also be instructed in the RWRD Conveyance health and safety standard procedures and applicable environmental impact issues.

2. Field Training Session:

The field session will contain a sampling of access and locating problems, signs of abnormal conditions, and review of established protocols for the variety of situations that field crews will encounter in their daily work. Proper manhole cover removal techniques and manhole insert removal and inspection procedures will be demonstrated. Potential environmental impacts and related avoidance or mitigation protocols will be observed and discussed.

3. Attendance Requirements:

All field and supervisory personnel shall attend. After completing the initial training, Contractor will schedule all replacement personnel for training by RWRD Conveyance as provided in the initial training program. The training of replacement personnel will be performed at the earliest convenience by RWRD Conveyance.

IV. PROGRAM MANAGEMENT

The Contractor selected for providing Vector Manhole Cockroach Treatment shall be responsible for the effective, timely, efficient, and environmentally sound completion of the required work by planning and scheduling all related activities for each week.

Planning shall include a review of the sewer base maps and all field reconnaissance to locate and access manholes and cleanouts in remote areas and in areas with difficult access such as washes and restricted easements; and specific maintenance instructions within each Section as provided by RWRD Conveyance.

Scheduling includes providing for appropriate traffic control and work notification during restricted time periods or at restricted locations.

1. Subcontractor Management

Due to the extent of this program, it is possible that one or more subcontractors or subcontractor crews may be required to complete the tasks. With RWRD Conveyance pre-approval, Contractor may utilize qualified, pre-trained subcontractors to assist in the work that the Contractor is performing. Contractor will be responsible for ensuring that the work of the subcontractors is performed within the guidelines established herein, completed in a timely manner, and shall not adversely impact the overall program schedule. Subcontractors must legally operate a pesticide business within the State of Arizona and maintain a current Pesticide license.

2. Traffic Control

If work takes place in the traveled portion of a public right-of-way, Contractor will be responsible for providing, operating, and maintaining all necessary traffic control and safety devices as required by the appropriate regulating departments or agencies of all towns or jurisdictions included in Pima County. Contractor will contact the Traffic Engineers of the respective Public Works or Transportation Departments of each governmental agency to comply with the traffic control requirements of that jurisdiction prior to the start of any work. Traffic control requirements and notification procedures from each affected jurisdiction shall be submitted to RWRD Conveyance prior to the Notice to Proceed. Contractor will acquire and document all necessary permits.

If the work is within or across a State of Arizona or Southern Pacific Railroad right-of-way or the right-of-way or property of another public or private entity, Contractor will be required to secure the proper rights of entry, permits and/or permission required to perform work within these properties.

3. Map/Work Order Management

The cover sheet and quarter section map is the formal documentation of the work performed. These maps and work orders will also serve as regulatory documentation as required by the Arizona Office of Pest Management.

Contractor will receive a cover sheet and four quarter section maps of the area to be treated. These maps will be used to locate and treat manholes and cleanouts within that section. Contractor will complete the cover sheets and maps to document for each manhole or feature: which ones were treated, which ones were Unable to Locate (UTL), and what level of infestation is present (high = 501 – higher – live cockroaches visible; medium = 51 – 500 live cockroaches visible; low = less than or equal to 50 live cockroaches visible) in each. The quantity of insecticide sprayed for each Quarter Section shall also be documented. All required fields must be completed prior to acceptance by RWRD Conveyance.

Cover sheets and maps will be issued in the sequence established by RWRD Conveyance and must be completed in the order given. A maximum of ten (10) will be issued at one time, and at least half of the cover sheets and maps must be completed and accepted by RWRD Conveyance prior to the issuance of additional ones. It is the Contractor's responsibility to track the status of each cover sheet and map.

Every completed cover sheet and map submitted will be reviewed and approved prior to submitting it to the Financial Department for payment. Each review will take no more than ten (10) business days from the time the documents are received by RWRD Conveyance. Any deficiencies found during RWRD Conveyance review shall be corrected and re-submitted by the Contractor. A re-submitted invoice will take no more than five (5) business days for review from the time it is received by RWRD Conveyance.

4. Quality Control

Contractor will be responsible for daily quality control of work performed by its staff and subcontractors and will ensure that all work is performed to the highest standards and that documentation is complete and accurate.

V. FIELD REQUIREMENTS

1. Health and Safety Requirement

Contractor will follow the health and safety procedures as described under Training.

Contractor will make every effort to clearly identify its equipment, vehicles, and personnel as RWRD Conveyance authorized agents for this program. Contractor and subcontractor field personnel shall wear safety vests at all times and carry a copy of a RWRD Conveyance map/work order at all times.

Contractor will utilize all measures necessary to protect all equipment and personnel from contact with wastewater. This includes protecting the spray wand and other equipment that have the potential to contact the interior of the manhole, from cross contaminating equipment and personnel.

Good general personal and equipment hygiene principles and protection must be adhered to, and Contractor's/Subcontractor's employees must wear personal protection equipment (PPE) at all times to prevent or minimize the exposure to raw sewage.

Contractor/Subcontractor must obtain prior, express consent from RWRD Conveyance to gain entrance into the public sanitary sewage system's confined spaces and must adhere to all required safety provisions. RWRD Conveyance maintains a record of all manhole entries by authorized personnel and contractors.

Contractor will be responsible to inform its personnel that most of the field work in this contract is to be carried out in operating, active gravity sanitary sewerage conveyance lines and related facilities (manholes, cleanouts, and meters). Any entry into the related sanitary manholes may involve, but not be limited to, exposure to one or more of the following hazards:

- Pathogenic micro-organisms
- Oxygen-Deficient atmosphere
- Flammable atmosphere
- Toxic atmosphere
- Temperature extremes
- Engulfing hazards
- Excessive noise
- Slick or wet surfaces
- Falling objects
- Insects; including Bees, Spiders, Snakes, and Cockroaches
- Insect Pesticides

- Lifting heavy objects
- Climbing at the Pump Stations
- Septic Sewage
- Water depth in wet wells
- Electrical Hazards

All insecticide containers must be properly labeled and identified, and a copy of all product Safety Data Sheets (SDS) must be carried by field personnel at all times. Empty containers must be disposed of by the Contractor and in accordance with all applicable regulations.

2. Easement and Access Requirements
Contractor is expected to access manholes and cleanouts within public rights of way or easements while, at the same time respecting private property rights. The manholes to be encountered shall fall into three (3) classes for application feasibility:

1) Primary green (clear access or pavement);
2) Secondary yellow (limited or no vehicle access); and
3) Red (no access due to terrain, buried or environmental/easement issue).

Insecticide shall be applied to *only* the green and yellow class manholes. RWRD Conveyance shall make the determination of the class of manhole for application feasibility. The Contractor shall contact RWRD Conveyance concerning any manholes the Contractor considers red for reclassification.

Contractor will notify residents in advance when operating vehicle(s) outside the sewer easement over private property. Contractor must make every attempt to minimize the environmental impact when utilizing non-standard access to private property.

Contractor should expect many of the involved easements to be heavily vegetated or landscaped. This situation is found in or around residential neighborhoods where public easements are not clearly marked or established, and some degree of landscaping encroachment has been tolerated. Contractor will be expected to make a reasonable attempt at locating all hard to find manholes and cleanouts.

Vehicular access to manholes and cleanouts will be limited to cleared right-of-ways and access roads. An ATV or other low-impact access vehicle must be used when necessary to minimize damage to the existing vegetation. Contractor or Subcontractor must obtain prior approval from RWRD Conveyance to access through washes and other viable routes.

3. Public Contact
Any requests from news agencies or private citizens for information or coverage must be directed to the RWRD's Community Relations Specialist.

At all times Contractor's personnel shall be courteous and professional when dealing with the general public.

4. Observation and Emergency Notification Requirements
Contractor will visually inspect each manhole or cleanout when it is opened, and prior to application of the insecticide to identify sanitary sewer overflows, hazardous materials, waste, or any other type of potential problem that could have a negative environmental impact on the immediate area.

Contractor will immediately report to RWRD Conveyance any condition found in the system requiring maintenance.

If a situation is deemed an emergency, Contractor will *immediately* report the situation to:

24 Hours a day	Operations Control Center / Central Control Room	(520) 724-3400

The following information must be provided:

- Facility feature number
- Address
- Location (major cross streets and local area description)

- How to access the area, and if there are any special conditions that the response team needs to know about the area (private property, gates, fences, or vehicle size limitations)
- Best description of the situation/problem

Contractor will not spray a manhole with an emergency condition until after RWRD Conveyance has cleared the emergency.

Emergency conditions include but are not limited to:

- Partial and full line blockages
- Surcharging manholes
- Collapsed structures (benches, crowns, and walls)
- Missing or offset manhole covers, frames, and cement collars
- Bee Hives

5. Application Site Requirements

Contractor will supply all the necessary equipment and supplies to treat every exposed manhole and cleanout identified on the quarter section sewer base maps. Exposed manholes are those manholes at grade, uncovered, or above grade. Quarter section maps shall be used to document the completion of work within any Township/Range/Section (TRS).

All manholes and cleanouts will be sprayed with the County approved insecticide (see section VI).

Contractor will make substantial effort when searching for all exposed manholes. Crews must be aware that the manhole locations depicted on sewer base maps are not exact, and that actual location(s) may vary substantially.

Contractor will also supply all equipment and supplies necessary to open rectangular, watertight, hatch, welded and bolted manhole covers. Opened welded manhole covers must be noted on the map in order for RWRD Conveyance to complete welding follow-up.

After insecticide is applied, Contractor will mark next to every sprayed feature the letter designating which product was applied, the month, and the year (i.e. I 09-15= Insecta applied in Sept. 2015). The paint color shall be Blue Stake “sewer green”; writing must be legible and no more than four (4) inches tall.

Contractor will be responsible for properly removing, cleaning, and re-installing all manhole inserts located in the manholes. Carbon inserts are to be left intact, and silt cannot be dumped back into the manhole. Silt must be removed by Contractor and disposed of properly. Mark on the map for welded and rain inserts.

6. Insecticide Application Requirements

The selected insecticides shall be in compliance with the manufacturer’s recommendation. Once approved by RWRD Conveyance, Contractor will use same product throughout term of contract.

Contractor/Subcontractor staff assigned to spray the manholes and cleanouts are required to maintain current certification from the Arizona Office of Pest Management for the application of each insecticide used in this program for the duration of the contract, including all renewals.

Any spill or over-spray of insecticide product or application of product outside of the manholes or cleanouts must be reported to RWRD Conveyance immediately. Contractor will be responsible for all costs associated with the remediation of the spill or over-spray, and must report all incidents of same to the proper authorities.

Contractor will reimburse County for the mitigation of any damage caused by over-spraying and/or spilling of the insecticide that adversely impacts either the Conveyance System and/or the involved treatment plant. County will deduct the mitigation expenses from Contractor’s outstanding invoices whenever applicable.

Contractor will be responsible for cleaning manhole walls to ensure proper adhesion. “Proper Adhesion” in this context is defined as the product must adhere to the walls of the manhole. Any adhesion problems due to surface conditions must be corrected by the Contractor at no additional cost to RWRD Conveyance. If a severe surface issue exists, Contractor will immediately notify RWRD Conveyance for further evaluation and consideration of corrective action.

VI. INSECTICIDE REQUIREMENTS

- Primary Green Zone Insecticide

The cockroach abatement applied to a sewer line must be guaranteed by Contractor for a minimum of 2-years for Green Zone from the date of application. Resident complaint(s) will generate site check to be performed by RWRD Conveyance. If fifty (50) or more live cockroaches are found at a treated structure during the warranty period, the structure must be re-treated by the awarded Contractor within ten (10) calendar days at no additional cost to the County.

The product to be applied in the Primary Green Zone will be a white, latex-based insecticide coating (Insecta EPA #45600-1, D-Fense SC Insecticide or equivalent approved by RWRD conveyance). The product must be proven effective for a minimum of two (2) years from date of application for controlling cockroach infestations and carry a two (2) year warranty on application and product effectiveness.

- Secondary Yellow Zone Insecticide

The cockroach abatement applied to a sewer line must be guaranteed by Contractor for a minimum of 1-year for Yellow Zone from the date of application. Resident complaint(s) will generate site checks to be performed by RWRD Conveyance. If fifty (50) or more live cockroaches are found at a treated structure during the warranty period, the structure must be re-treated by the awarded Contractor within ten (10) calendar days at no additional cost to the County.

The product to be applied in the Yellow Zone will also be a white, latex based insecticide with less thickener and less viscosity that may be applied through a B & G pump or equivalent sprayer (Insecta, D-Fense SC Insecticide or equivalent approved by RWRD Conveyance) The product must be proven effective for a minimum of one (1) year from date of application for controlling cockroach infestations and carry a one (1) year warranty on application and product effectiveness. The secondary chemical is used for hard to reach areas, including but not limited to washes, desert areas, etc.

County reserves the right to reject any equivalent insecticide offered by Contractor.

Cleanouts are smaller and at the beginning of the sewer line.

VII. FINAL SUMMARY REPORT

A summary report shall be submitted at the end of the contract term. This report shall summarize the work performed during the program. Observations and recommendations for modifications to the program shall be included in the report.

VIII. COUNTY RESPONSIBILITIES

RWRD Conveyance will review the submittals to determine if quality control procedures are being applied and if they are adequate and appropriate for the work presented.

RWRD Conveyance will do a quality check of ten percent (10%) of each billing that is turned in.

RWRD Conveyance will provide section cover sheets and sewer base maps.

RWRD Conveyance will provide advice and guidance in addressing issues that may arise during the program.

RWRD Conveyance will respond to all questions and issues that arise in as timely a manner as possible, given the limited resources and diverse tasks of the RWRD Conveyance Field Operations Division.

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END OF EXHIBIT A

EXHIBIT B: LIVING WAGE CERTIFICATE

CERTIFICATION OF LIVING WAGE PAYMENTS

This firm certifies that it will meet all specifications, terms, and conditions contained in the Living Wage Contract Ordinance; AND that if labor is subcontracted, subcontractors will be held to the exact terms that are required of this firm.

Yes_____ No_____ If no, you must explain all deviations in writing.

Company Name: _____

Description of Services: _____

Job Location: _____

(PLEASE CHECK ONE(S) THAT APPLY)

☐ I do hereby agree to pay all eligible employees working on the above listed contract at least eleven dollars and eighty-five cents ($11.85) per hour.

AND/OR

☐ I do hereby agree to pay all eligible employees working on the above contract a wage of no less than ten dollars and fifty-five cents ($10.55) per hour **and** provide health benefits with a monthly value at least as high as the difference between a monthly wage based on eleven dollars and eighty-five cents ($11.85) per hour and the requested monthly wage if no less than ten dollars and fifty-five cents ($10.55) per hour. In essence, the **employer paid portion** of benefits must have a *monthly* value of two-hundred twenty-five dollars and thirty-three cents ($225.33). This equals the one dollar and thirty cents ($1.30) per hour difference.

Providers Name: _____

Address: _____

Phone: _____Fax:_____

Plan or Program Number:_____Type of Benefit: _____

Total premium paid per month: _____Amount paid by employee: _____

(Attach pages if needed for additional providers)

COMPANY NAME:_____

AUTHORIZED SIGNATURE:_____DATE:_____

_____
PRINTED NAME

_____
TITLE OF AUTHORIZED

END OF EXHIBIT B

EXHIBIT C: UNIT PRICES (NET 30 DAY PAYMENT TERMS)

COMPANY NAME: _____

Refer to Exhibit A: Scope of Services, Section V.2 for Easement and Access Requirements for Green and Yellow Zones.

ITEM #	ITEM NAME Items to include and satisfy all requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE $	EXTENDED AMOUNT $
1	Manhole (Green Zone) • Locations with clear vehicle access or pavement • Complete sewer system treatment. Depth of application from bench (if exists) or invert to rim of manhole. • Two-year warranty • White, latex-based insecticide coating Insecta EPA #45600-1, D-Fense SC Insecticide OR ***Equivalent product*** may be quoted. **Complete Exhibit D: Equivalency, attach product and warranty description/brochure and submit as a part of your quote.** Equivalent: Name: Registration No:	35,000	EACH	$	$
2	Clean-out (Green Zone) • Locations with clear vehicle access or pavement • Two-year warranty • White, latex-based insecticide coating Insecta EPA #45600-1, D-Fense SC Insecticide • Depth of application: As far as the application wand will provide for a cleanout. This implies that the applicator must open the cleanout cap/lid and perform the application. OR ***Equivalent product*** may be quoted. **Complete Exhibit D: Equivalency, attach product and warranty description/brochure and submit as a part of your quote.** Equivalent: Name: Registration No:	4,000	EACH	$	$

ITEM #	ITEM NAME Items to include and satisfy all requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE $	EXTENDED AMOUNT $
3	Manhole (Yellow Zone) • Locations with limited or no vehicle access; insecticide packed in sewer using portable sprayer. • Complete sewer system treatment. Depth of application from bench (if exists) or invert to rim of manhole. • One-year warranty • White, latex-based insecticide with less thickener and viscosity Insecta EPA #45600-1, D-Fense SC Insecticide or equivalent pre-approved by RWRD OR ***Equivalent product*** may be quoted. **Complete Exhibit D: Equivalency, attach product and warranty description/brochure and submit as a part of your quote.** Equivalent: Name: Registration No:	1,927	EACH	$	$
4	Clean-out (Yellow Zone) • Locations with limited or no vehicle access; insecticide packed in sewer using portable sprayer. • One-year warranty • White, latex-based insecticide with less thickener and viscosity (Insecta , D-Fense SC Insecticide or equivalent pre-approved by RWRD • Depth of application: As far as the application wand will provide for a cleanout. This implies that the applicator must open the cleanout cap/lid and perform the application. OR ***Equivalent product*** may be quoted. **Complete Exhibit D: Equivalency, attach product and warranty description/brochure and submit as a part of your quote.** Equivalent: Name: Registration No:	500	EACH	$	$
5	**ONE-YEAR TOTAL (Items #1 - #4)** ***NOTE: Although taxes will be paid IF applicable do NOT include sales tax in unit price.***				$
	TWO-YEAR TOTAL BID (Item #5 x 2 YR)				$

SUSTAINABILITY: In accordance with BOS Resolution 2007-84, Pima County values and encourages sustainable practices. Please **CHECK** which of the following your business incorporates:

☐ Waste prevention/reduction or material recycling/reuse?

☐ Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?

☐ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?

☐ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?

☐ Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located within Pima County)?

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 (10) calendar days. Supplier shall submit valid invoice document consistent with the associated purchase order 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

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

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 and that 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, Specific Terms and Conditions, Standard Terms and Conditions and Sample Contract.* No payments will be made for items not included in the agreement.

SIGNATURE:_____ DATE: _____

_____
PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

END OF EXHIBIT C

Exhibit D – Equivalency Determination

CRITERIA	PERFORMANCE SPECIFICATIONS	EQUIVALENT PRODUCT INFORMATION Indicate/describe how proposed product is equivalent to the Performance Specifications. Attach Product Brochure and Warranty
Product Name:	Insecta	
Product Manufacturer:	Insecta Marketing, Inc.	
Product Registration No.	#45600-1	
Product Registration Status	Active	
Active Ingredient:	Chlorpyrifos 0.86%	
Formulation:	Ready-to-Use Solution	
Acute Hazard Warning Label:	3 Caution	
Restricted Use Product	No	
Uses:	Insecticide, Miticide	
Pests:	Crawling insects, Flying insects, House fly, Cockroaches, Roaches, German cockroach, American cockroach	
Application:	White, latex based	
Effectiveness:	Two (2) years in green zones; one (1) year in yellow zones	
Warranty:	Two (2) years on application and product effectiveness in green zones; one (1) year on application and product effectiveness in yellow zones.	
Applied with B&G pump or equivalent sprayer	Yes	

Exhibit D – Equivalency Determination (continued)

CRITERIA	PERFORMANCE SPECIFICATIONS	EQUIVALENT PRODUCT INFORMATION Indicate/describe how proposed product is equivalent to the Performance Specifications. Attach Product Brochure and Warranty
Product Name:	D-Fense SC (aka Delta 4.75% sc)	
Product Manufacturer:	Control Solutions, Inc.	
Product Registration No.	#53883-276	
Product Registration Status	Active	
Active Ingredient:	Deltamethrin 4.75%	
Formulation:	Soluble concentrate	
Acute Hazard Warning Label:	3 Caution	
Restricted Use Product	No	
Uses:	Insecticide	
Pests:	Ants, fleas, centipedes, firebrats, gnats, bees, bedbugs, carpet beetles, cockroaches, crickets, flies, hornets, pillbugs, scorpions, spiders, yellow jackets, wasps, carpenter ants	
Application:	White, latex based	
Effectiveness:	Two (2) years in green zones; one (1) year in yellow zones	
Warranty:	Two (2) years on application and product effectiveness in green zones; one (1) year on application and product effectiveness in yellow zones.	
Applied with B&G pump or equivalent sprayer	Yes	

End of Exhibit D

ATTACHMENT A: REFERENCE FORM (TWO PAGES)

Pima County would like to thank you for taking the time to complete this reference form.

Your firm has been identified as a current client of the below named Contractor. The Contractor is interested in submitting a proposal in response to Pima County's IFB 189982 for Vector Manhole Cockroach Treatment. This form will be used by the County in evaluating the capabilities of the vendor and product quality.

PLEASE COMPLETE EACH AND EVERY SECTION.

PIMA COUNTY
PROCUREMENT

PLEASE COMPLETE EACH SECTION.

SECTION 1:

Name of Contractor for whom reference is given: _____

Your organization's business name: _____

Your Name and title: _____

Telephone number: _____ E-Mail address: _____

SECTION 2:

Is your vector system a conveyance system? **YES** ☐ **NO** ☐
If yes, indicate the number of manholes/cleanouts in your jurisdiction: ☐ 4,999 or less ☐ 5,000 or more

What product was used to treat your vector system? _____

Identify where your jurisdiction is located, or mark which climate most closely resembles your jurisdiction (select one):
Arizona _____ West Texas _____ New Mexico _____ Nevada _____ California _____

General description of environment in your jurisdiction:
Elevation _____ feet Annual rainfall _____ inches

Does Contractor currently administer a contract for Vector Manhole Cockroach Treatment? **YES** ☐ **NO** ☐ If yes, please indicate start and end dates of Contract:

Commencement (Year) _____ Termination (Year) _____ Number of Annual Renewals _____

Have you requested that the Contractor retreat any vector manholes? **YES** ☐ **NO** ☐
If yes, how many retreatments were requested? _____ How many retreatments were unsatisfactory? _____

Has Contractor's treatment successfully covered a two (2) year warranty period for Green Zone applications (locations with clear vehicle access or pavement)? **YES** ☐ **NO** ☐

Has Contractor's treatment successfully covered a one (1) year warranty for Yellow Zone applications (locations with limited or no vehicle access)? **YES** ☐ **NO** ☐

SECTION 3:

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	Unsatisfactory	*Below Average*	*Average*	*Above Average*	*Exceptional*
1. Communications with Contractor:	0	1	2	3	4
Comments: _____					
2. Understanding of contractual requirements	0	1	2	3	4
Comments: _____					
3. Timeliness of completing implementation	0	1	2	3	4
Comments: _____					

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	Unsatisfactory	*Below Average*	*Average*	*Above Average*	*Exceptional*
4. Contractor knowledge of administering a contract	0	1	2	3	4
Comments: _____					
5. Contractor's record keeping/reconciliation	0	1	2	3	4
Comments: _____					
6. Contractor's responsiveness and success at addressing problems that arise:	0	1	2	3	4
Comments: _____					
7. Competence of professional services staff. customer service support team, online resources	0	1	2	3	4
Comments: _____					
8. Overall satisfaction with Contractor.	0	1	2	3	4
Comments: _____					

9. In what areas could the Contractor improve?

Comments: _____

10. In way area does the Contractor particularly excel?

Comments: _____

Any other information that you would like to share about the Contractor:

_____

SECTION 4:

Your Signature: _____

Please submit this completed Reference Form to the Contractor.

Thank you for your time. Your cooperation is sincerely appreciated.

END OF ATTACHMENT A