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January 12, 2016

**IFB 199058: SEWER MAINTENANCE PARTS AND SERVICE ADDENDUM 1**

The following clarifications shall be incorporated into **IFB #199058**:

1. **Change** on page 1 of 16: **DUE IN AND OPENS**; as follows:

From: "...**JAN. 20, 2016 AT OR BEFORE 2:30 P.M. LOCAL ARIZONA TIME (MST)**..."

To: "...**FEB. 4, 2016 AT OR BEFORE 2:30 P.M. LOCAL ARIZONA TIME (MST)**..."

2. **REPLACE** pages 1 through 16 of **OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES** and the **PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15) (6 PAGES)**

with

**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES: (17 PAGES) ADDENDUM 1**  
**AND**  
**PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15) (6 PAGES) ADDENDUM 1**

All 23 pages of the attachment for Addendum 1 **must** be completed and returned as your response. Failure to do so shall be cause for rejection as non-responsive

**All other terms and conditions remain the same.**

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**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (1 of 17 pages) ADDENDUM 1**

**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 sewer maintenance parts and accessories as County may order from time to time by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) 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. It is the intent of the County to award to one vendor for all items listed. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Supplier will receive compensation when goods are delivered as per the terms of the purchase order issued against the agreement.

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

All Goods and Services offered or provided pursuant to the 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 agreement will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

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.

- 1) Supplier has been in the business of providing this product for a minimum of three consecutive years including the current year.
- 2) Supplier currently possesses all required licenses and certifications to meet the requirements of this solicitation. Supplier shall continuously maintain said licenses and certifications for the term of the contract.
- 3) Supplier participates in "green" programs as listed under BOS Resolution 2007-84.

**CHECKLIST FOR MINIMUM QUALIFICATIONS - MARK RESPONSE** (Failure to mark answer may result in the offer being deemed non-responsive).

This supplier certifies they are competent, willing and responsible for providing the products in accordance with all requirements of the solicitation and this Offer Agreement.	Yes No
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Supplier has been in the business of providing this product for a minimum of three consecutive years including the current year.	Yes No
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Supplier currently possesses all required licenses and certifications to meet the requirements of this solicitation. Supplier shall continuously maintain said licenses and certifications for the term of the contract.	Yes No
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Supplier should include what "green" programs they have implemented per <i>BOS Resolution 2007-84</i> below.	Yes No
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**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (2 of 17 pages) ADDENDUM 1**

The following are examples from Specifications for *BOS Resolution 2007-84* and Vendor should include with submission of paperwork a statement outlining what 'green' programs, if any, have been implemented that may include, but not be limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

All proposed paper products for use under this contract, such as toilet tissue and seat covers, should contain the highest percentages of recovered materials and post-consumer contents as possible.

All cleaning and disinfecting products should be green products; such as biodegradable and containing the lowest toxicity and VOC (volatile organic compound) contents necessary.

Other areas of conservation should include:

- Supplier should dispose of chemicals appropriately so as not to disrupt the ecology of the soil, water, or air in the area.
- Supplier shall recycle as many items as possible including office paper, corrugated paperboard (aka cardboard) boxes and sheet, chip board boxes and sheet, plastics, aluminum and steel cans/containers, etc.
- Supplier should use as many environmentally preferable items as possible, ie. Items that do not impact the environment such as 30-100% post-consumer recycled content, processed chlorine free (PCF) paper; Energy Star equipment and appliances; remanufactured, low air emission paint; low volatile organic compound (VOC) water based adhesives and paint; zero formaldehyde emitting composite wood products; odorless and non-toxic water based markers, etc. the company's daily operations.
- Supplier should provide to the consumer as many environmentally preferable products as possible.
- Supplier should modify business practices to decrease air, water and ground pollution.
- Supplier should modify business practices to conserve energy and water use,
- Supplier/Contractor should purchase eco-friendly supplies whenever possible including office supplies.

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

The following descriptions, brand names and vendor numbers are for reference to minimum specifications and will be used in the evaluation of items needed by Pima County. These items are a sampling of the products that have been ordered in the past. Bids will be accepted with alternate, equivalent products. If an alternative product is offered, a detailed specification must be submitted with the bid response. Pima County will have final determination on equivalency. Contractor will warrant these parts to be free from defects in materials and workmanship.

Item #	Description	Category	PC P/N	Vendor P/N
1	ADAPTOR, ROD, COUPLING, 3/8"	RODDER	72823-00-Z	72823-00-Z
2	ADAPTOR, SWIVEL, FEMALE, 1" INSIDE THREADS, NPT	VACTOR	UEM1010FS	UEM1010FS
3	ASSEMBLY, CUTTER, ROOT, MAINLINE, W/BLADES 8"- 12" SKIDS	VACTOR	950-0000NB	950-0000NB
4	ASSEMBLY, FLANGE, 8"	VACTOR	U58795	U58795
5	AUGER, 10"	RODDER	71677-09-Z	MA-10B
6	BALL, FLOAT, 6" DIA., STAINLESS W/ 13 MM HOLE, VACTOR DEBRIS BODY	VACTOR	U45113	U45113
7	BULLET TOOL WITH 3/8" ADAPTOR ROD	RODDER	20571-09-Z	20571-09-Z
8	BUTTON, GUIDE, WIRE, .375 1-1/2" DIA. X 1-1/4" LONG CRS	RODDER	1600600-01	1600600-01
9	CAP, GUIDE, ROD, .375	RODDER	1600700-00	1600700-00
10	CATCHER, DEBRIS, 10", W/20' OF 3/8" POLY ROPE	MISC.	MDC-10	DDC-10
11	CATCHER, DEBRIS, 12", W/20' OF 3/8" POLY ROPE	MISC.	MDC-12	DDC-12
12	CATCHER, DEBRIS, 15", W/20' OF 3/8" POLY ROPE	MISC.	MDC-15	DDC-15
13	CATCHER, DEBRIS, 6", W/20' OF 3/8" POLY ROPE	MISC.	MDC-6	DDC-6
14	CATCHER, DEBRIS, 8", W/20' OF 3/8" POLY ROPE	MISC.	MDC-8	DCC-8
15	CLAM, HANDI, 12'	MISC.	91104-00-F	MHC-12
16	CLAMP, KING, 8"	VACTOR	U42594	U42594
17	CLAMP, POWER, 8"	VACTOR	U43388	U43388
18	CLAMP, RING, BAND LOC, 6" DIAMETER	VACTOR	U42587	U42587

**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (3 of 17 pages) ADDENDUM 1**

Item #	Description	Category	PC P/N	Vendor P/N
19	CLAMP, RING, BAND LOC, 8" DIAMETER	VACTOR	U42588	U42588
20	CLEVIS (SHACKLE), WIRE ROPE, 1/2"	MISC.	12088	22111-00-X
21	CLIP, CABLE, WIRE ROPE, 1/2"	MISC.	20355	21575-00-X
22	COLLAR, ASSEMBLY, ROD, W/SET SCREW 1/2"X.375"	RODDER	3001903-19	50944-00-F
23	CONTROL ARM & SHAFT, FLOAT, 14MM X 19" THREADED END, VACTOR DEBRIS BODY	VACTOR	U37129	U37129
24	CORKSCREW, 4" SQUARE STOCK	RODDER	71693-09-F	71693-09-F
25	CORKSCREW, 6" SQUARE, W/.375 ADAPTOR ROD & COUPLING	RODDER	71695-09-F	71695-11-F
26	CORKSCREW, 8" SQUARE, W/.375 ADAPTOR ROD & COUPLING	RODDER	71694-09-F	71696-11-F
27	CORKSCREW, ROUND, 2" W/.375 ADAPTOR ROD	RODDER	72190-09-Z	MCS-2
28	CORKSCREW, ROUND, 4" W/.375 ADAPTOR ROD	RODDER	72192-09-F	MCS-4
29	COUNTER, FOOTAGE, LEFT	RODDER	SRE3510501	3510502-00
30	COUNTER, FOOTAGE, LEFT, 1988 & NEWER	VACTOR	U45047	U45047
31	COUNTER, FOOTAGE, RIGHT, 1988 & NEWER	VACTOR	U45054	U45054
32	COUNTER, FOOTAGE, ROTARY, 4 DIGIT	RODDER	20049-00-R	20049-00-R
33	COUNTER, SPRING FOR ROTARY	RODDER	70186-00-RX	70186-00-RX
34	COUPLING, 3/8"	RODDER	21259-00-X	21259-00-X
35	COUPLING, ADAPTOR, .375 SET SCREW TYPE TO 3/8" ADAPTOR ROD TOOL	RODDER	CRC-2	20832-00-Z
36	COUPLING, ROTARY, CAST STEEL, 1" NPT REEL SWIVEL 90 DEGREE A	VACTOR	30029	U40052
37	ELBOW, STREET, 70 DEGREE	VACTOR	U27771	U27771
38	EXPANSION PLUG 1-3/4" - 2"	MISC.	U45731	U45731
39	EXTENSION, NOZZLE, FINNED STYLE, 1" PIPE X 14- 3/4" LONG X 1" FINS	VACTOR	AO-6A	AO-6A
40	EXTENSION, NOZZLE, FINNED STYLE, 1" PIPE X 14- 3/4" LONG X 3" FINS	VACTOR	DO-6	DO-6
41	EXTENSION, NOZZLE, FOOTBALL STYLE	VACTOR	72131-00-F	72131-00-F
42	EYE, THIMBLE, WIRE ROPE, 1/2"	MISC.	20347	20072-00-B
43	GASKET, DOOR, P STYLE	VACTOR	45325	U20133
44	GASKET, INTAKE TUBE, EXTENSION, 8" FOR CLEAN EARTH	VACTOR	S3500-00001A	S3500-00001A
45	GAUGE, PRESSURE, WATER, (BOTTOM MOUNT) 0- 3000 PSI (OIL FILLED)	VACTOR	21700-00-X	9767150
46	GRABBER, DEBRIS	MISC.	MDG-1	91108-00-F
47	GUN, WASHDOWN	VACTOR	U45109	U45109
48	HANDLE, VALVE, HOIST CONTROL, CAST ALUMINUM	VACTOR	4Z0030	U40030
49	HOSE, 1" X 600', 2500 WORKING PSI, 5250 BURST PSI	VACTOR	S616-600	SPOR-MM16X600
50	HOSE, DEBRIS, CUFFED, 8" X 127"	VACTOR	U43958	U43958
51	HOSE, DEBRIS, CUFFED, 8" X 60"	VACTOR	U42595	U42595
52	HOSE, FILL, 2-1/2" X 100', POLYESTER, FEMALE X FEMALE SWIVEL NPT	VACTOR	FH	U20720D-A
53	HOSE, FILL, 2-1/2" X 100', POLYESTER, MALE X FEMALE SWIVEL NPT	VACTOR	FH-4	U207200-A-M
54	HOSE, FILL, 2-1/2" X 25', POLYESTER, FEMALE X FEMALE SWIVEL NPT	VACTOR	U20720A-A	U20720A-A
55	HOSE, GUIDE, FLEXIBLE, 2", TIGER TAIL	VACTOR	DO-69	DO-69
56	HOSE, GUIDE, FLEXIBLE, 3", TIGER TAIL	VACTOR	DO-89	DO-89

**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (4 of 17 pages) ADDENDUM 1**

Item #	Description	Category	PC P/N	Vendor P/N
57	HOSE, GUIDE, ROD, 22', LTWGT W/ FLEX METALLIC LINER AND ALUM COUPLING	RODDER	51700-00-F	51700-00-F
58	HOSE, KANAFLEX, W/PLAIN ENDS, 8" X 480"	VACTOR	43309	MR180AR-8
59	HOSE, KANAFLEX, W/PLAIN ENDS, 8" X 60"	VACTOR	43319	MR180AR-8
60	HOSE, LEADER, 1" X 25'	VACTOR	LH1X25	LH1X25
61	HOSE, LEADER, 1" X 50'	VACTOR	LH1X50	LH1X50
62	HOSE, NYLON, BLUE, 6" X 8'	VACTOR	U29898B	U29898B
63	INDICATOR, NEEDLE, FLOAT LEVEL VACTOR DEBRIS BODY OUTSIDE	VACTOR	U54088	U54088
64	JOINT, COMPRESSION, 10"	VACTOR	U45716	U45716
65	KIT, BEARING, SWIVEL, 1"	VACTOR	U42085	U42085
66	KIT, BEARING, SWIVEL, 1-1/4"	VACTOR	U44648	U44648
67	LATCH, HOIST, DOOR, DEBRIS BODY REAR	VACTOR	U70507	U70507
68	LEADER, SAND, W/.375 ADAPTOR ROD	RODDER	71793-09-Z	71793-09-Z
69	LEVEL, WATER, SIGHT GLASS, RED FLOAT BALL, 1/4"	VACTOR	U43061	U43061
70	NOZZLE W/PULLING EYE, 1"	VACTOR	51500-F	51500-00-F
71	NOZZLE, ALUMINUM, W/CARBIDE JETS, 10#	VACTOR	U36058B260	U36058B260
72	NOZZLE, ALUMINUM, W/SS JETS, 10#	VACTOR	U36058A260	U36058A260
73	NOZZLE, BOMB, BUZZ, HIGH SPEED ROTATING BARREL	VACTOR	50865-00-F	50865-00-F
74	NOZZLE, CB, 8" (INTAKE TUBE)	VACTOR	UA25268D	UA25268D
75	NOZZLE, PENETRATOR, 15 DEGREE	VACTOR	U60308	U60308
76	NOZZLE, PENETRATOR, 30 DEGREE	VACTOR	U58927	U58927
77	NOZZLE, RADIAL, W/REPLACEMENT ORIFICES (SS), 15 DEGREE AT 60 GPM	VACTOR	30.100	84FRD
78	NOZZLE, RADIAL, W/REPLACEMENT ORIFICES (SS), 35 DEGREE AT 60 GPM	VACTOR	35.100	84FRD
79	NOZZLE, ROTATING, 3 ROTATE, 6 REAR AT 80 GPM, W/REPLACEMENT JET KIT	VACTOR	04.060	RRC-161
80	NOZZLE, SAND, 15 DEGREE	VACTOR	U60307	U60307
81	NOZZLE, SAND, 30 DEGREE	VACTOR	U58926	U58926
82	NOZZLE, SAND, MINI STORM, 17/24 DEGREE @ 65 GPM	VACTOR	A3-12260	A3-12260
83	NOZZLE, SAND, MINI STORM, 17/24 DEGREE @ 80 GPM	VACTOR	A3-12280	A3-12280
84	NOZZLE, SANITARY, 15 DEGREE	VACTOR	U60306	U60306
85	NOZZLE, SANITARY, 30 DEGREE	VACTOR	U58756	U58756
86	NOZZLE, VORTEX, MINI DUAL, DEGREE, W/12 REAR JETS	VACTOR	50847-00-F	50847-00-F
87	PACKING KIT/SWIVEL, 1"	VACTOR	U40375	U40375
88	PACKING KIT/SWIVEL, 1-1/4"	VACTOR	U44647	U44647
89	PENDANT, CONTROL, 6 BUTTON, 15' CABLE W/9 TERMINAL	VACTOR	U44861L	U44861L
90	PENDANT, CONTROL, 7 BUTTON, 30' CABLE W/7 TERMINAL	VACTOR	U44861	U44861
91	PICK, MANHOLE, ORANGE	MISC.	5RH-1ORG	DBLHOOK
92	PIPE, ALUMINUM, 60" X 8"	MISC.	UA25637	UA25637
93	PLATE, REDUCING, FLANGED, 6" FLANGED TO 4" FLANGED	VACTOR	U34614	U34614
94	PLATE, REDUCING, FLANGED, 8" FLANGED TO 6" FLANGED	VACTOR	U34615	U34615
95	PLATFORM, CLAMP STYLE, SURFACE HUNG	MISC.	CS-SHP	9000-00-Z

**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (5 of 17 pages) ADDENDUM 1**

Item #	Description	Category	PC P/N	Vendor P/N
96	PLUG, SEWER, MULTI SIZE, FLOW THRU STYLE, 12"-18" W/25' INFLATION HOSE	MISC.	UE070-1218	UE070-1218
97	PLUG, SEWER, MULTI SIZE, FLOW THRU STYLE, 15"-30", W/25' INFLATION HOSE	MISC.	UE070-15301	UE070-1530
98	PLUG, SEWER, MULTI-SIZE, BAG STYLE W/ 25' HOSE, 15"-30"	MISC.	UE060-1530	UE060-1530
99	PLUG, SEWER, MULTI-SIZE, BAG STYLE W/25' HOSE, 8"-12"	MISC.	UE060-812	UE060-812
100	PLUG, SEWER, MULTI-SIZE, FLOW THRU STYLE, 36"-60"	MISC.	UE070-36601	UE070-36601
101	PORCUPINE, PULL TYPE 10"	RODDER	PPT-3	90468-00-F
102	PORCUPINE, PULL TYPE 12"	RODDER	PPT-4	90469-00-F
103	PORCUPINE, PULL TYPE 8"	RODDER	PPT-2	90467-00-F
104	PROP, HATCH, 47" X 8" X 2", DEBRIS BODY REAR	VACTOR	U59430	U59430
105	PUMP, POSITIVE DISPLACEMENT	VACTOR	D65-20	MP20160F031
106	RISER, STEEL, TUBULAR, CLAMP STYLE, 4' SECTION	MISC.	CS-TSRS-4	CS-TSRS-4DC
107	ROD, CONTINUOUS STEEL, .375 DIA, 1200' PER ROLL	RODDER	SR 21134	10233-12-F
108	ROD, SECTIONAL, 3/8"X39", SUPER PREMIUM COMPLETE W/COUPLING	RODDER	72814-00-F	72814-00-F
109	SAW, ROOT, CONCAVE, 12", W/3/8" ADAPTOR ROD	RODDER	30231-09-F	30231-09-F
110	SAW, ROOT, CONCAVE, 5"	RODDER	30323-09-F	30323-09-F
111	SAW, ROOT, CONCAVE, 6" HEAVY DUTY W/3/8" ADAPTER ROD PIN	RODDER	RTH-6B	30241-09-F
112	SAW, ROOT, CONCAVE, 6" W/3/8" ADAPTER ROD PIN	RODDER	30228-09-F	30228-09-F
113	SAW, ROOT, CONCAVE, 8", W/3/8" ADAPTOR ROD	RODDER	30229-09-F	30229-09-F
114	SAW, ROOT, CONCAVE, SUPER 90, 15", .375 SET SCREW COUPLING	RODDER	30245-11-F	30245-11-F
115	SAW, ROOT, CONCAVE, SUPER 90, 18" .375 SET SCREW COUPLING	RODDER	30246-11-F	30246-11-F
116	SAW, ROOT, CONCAVE, SUPER 90, 20" .375 SET SCREW COUPLING	RODDER	30247-11-F	30247-11-F
117	SAW, ROOT, CONCAVE, SUPER 90, 6"	RODDER	30241-09-F	30241-11-F
118	SAW, ROOT, CONCAVE, SUPER 90, 8", W/.375 ADAPTOR ROD	RODDER	30235-09-F	30235-11-F
119	SAW, ROOT, FLAT, 6", W/ADAPTOR FOR 3/8"	RODDER	30220-09F	30220-09F
120	SAW, ROOT, STANDARD, SUPER 90, 6"	RODDER	30234-09-F	30234-00-F
121	SCREEN, FILL STRAINER 80 MESH, CAMEL	VACTOR	7350-00099	7350-00099
122	SCREEN, FILTER, 2"	VACTOR	U45803	U45803
123	SCREEN, FILTER, 2PC, FOR CLEAN EARTH	VACTOR	39050003A	39050003A
124	SCREEN, FILTER, 3"	VACTOR	U41280	U41280
125	SCREEN, SUCTION 80 MESH, WATER PUMP, CAMEL	VACTOR	6000-00940	6000-00940
126	SHAFT, FLOAT, 12MM X 7-5/8", VACTOR DEBRIS BODY	VACTOR	U37133	U37133
127	SPEAR HEAD, 2" WITH 3/8" ADAPTOR ROD	RODDER	71129-09-F	71129-09-F
128	SPOON, CATCH BASIN, 12" (2 PC. CONST.)	MISC.	91111-00-F	MBS-12
129	SWIVEL, REEL, 1", NPT, 90 DEGREE, VACTOR, CAST STEEL	VACTOR	U40052	U40052
130	SWIVEL, REEL, 1-1/4", NPT, 90 DEGREE, CAMEL, CAST STEEL	VACTOR	U43947	U43947
131	TABLET, DYE, FLUORESCENT BLUE, 200/BTL	MISC.	90257-00-F	90257-00-F
132	TABLET, DYE, FLUORESCENT RED, 200/BTL	MISC.	90355-00-F	90355-00-F
133	TABLET, DYE, YELLOW/GREEN, 200/BTL	MISC.	90256-00-F	90256-00-F

**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (6 of 17 pages) ADDENDUM 1**

Item #	Description	Category	PC P/N	Vendor P/N
134	TOOL, PICK UP, CONTINUOUS W/.375 ADAPTOR ROD	RODDER	21703-11-F	21703-11-F
135	TOOL, PICK UP, SECTIONAL 3/8"	RODDER	20572-09-F	20572-09-F
136	TOOL, SWIVEL, BALL BEARING W/.375 ADAPTOR ROD	RODDER	70824-06-Z	70824-06-Z
137	TRANSITION, 8" FANGED TO 6" FLANGED	VACTOR	U35096	U35096
138	TRAP, SAND, ALUMINUM, 10"	MISC.	UST-10	UST-10
139	TRAP, SAND, ALUMINUM, 12"	MISC.	UST-12	UST-12
140	TRAP, SAND, ALUMINUM, 15"	MISC.	UST-15	UST-15
141	TRAP, SAND, ALUMINUM, 18" - 24"	MISC.	UST-18	UST-18
142	TRAP, SAND, ALUMINUM, 6"	MISC.	UST-6	UST-6
143	TRAP, SAND, ALUMINUM, 8"	MISC.	UST-8	UST-8
144	TUBE, EXTENSION, 3', FOR CLEAN EARTH	VACTOR	S8510-01373	S8500-01373
145	TUBE, EXTENSION, 5', FOR CLEAN EARTH	VACTOR	S8510-0374	S8510-0374
146	TUBE, EXTENSION, 8', FOR CLEAN EARTH	VACTOR	S8510-00290	S8510-00290
147	TUBE, INTAKE, ALUMINUM, 4', ALUMINUM BAND LOC STYLE	VACTOR	S8510-00289	S8510-00289
148	TUBE, INTAKE, ALUMINUM, 4', W/WELDED ALUMINUM FLANGES 8"	VACTOR	UA25637M	UA25637M
149	TUBE, INTAKE, ALUMINUM, 8', ALUMINUM BAND LOC STYLE	VACTOR	S8510-00290	S8510-00290
150	TUBE, INTAKE, ALUMINUM, 8', W/WELDED ALUMINUM FLANGES 8"	VACTOR	UA25637A	UA25637A
151	VALVE, BALL, 2-WAY, 1", HYCON	VACTOR	U4056HY	4014
152	VALVE, BALL, 2-WAY, 1-1/4", HYCON	VACTOR	U43941HY	3706
153	VALVE, BALL, 3-WAY, 1", HYCON	VACTOR	AT130920	4044
154	VALVE, BALL, 3-WAY, 1-1/4", HYCON	VACTOR	AT130919	3805
155	VALVE, BALL, DYNAQUIP, 1"	VACTOR	40576	4014
156	VALVE, BALL, DYNAQUIP, 1-1/4"	VACTOR	43941	U43941HY
157	WRENCH, ASSEMBLY, 3/8"	RODDER	90252-09-F	90252-09-F
158	WRENCH, HYDRANT, ADJUSTABLE	VACTOR	U-189	U-189

## Requirements to do business with Wastewater Reclamation Facilities:

- Contractor's employees are required to sign in with the Regional Wastewater Reclamation Department Plant Site Administration Office immediately upon arrival at any RWRD facility. Report to the County employee designated as the Point of Contact. Contractor must wear an ID pass at all times while on plant site, and return ID pass at the end of each day to Regional Wastewater Reclamation Department Plant Site Administration Office.
- Upon leaving the plant site the Contractor must check out with the County designated Point of Contact and leave a copy of work ticket(s).
- Contractor will be required to provide their own Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but be not limited to hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection and hearing protection.
- Contractor's vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the vendor name or a sign displayed in the front window. Decals smaller than 8.5 inches by 11 inches will not be accepted.
- Contractor shall be designated by an easily identifiable company shirt or badge worn at all times while on-site.
- Contractor is to leave a clean work site once the inspection or repair work is completed. Any chemical or fluid spills are to be immediately reported to the County Employee designated as the Point of Contact. All debris shall be disposed of by the Contractor at the Contractor's expense. All materials, tools, equipment, etc., shall be removed or safely stored.
- The County is not responsible for theft or damage to vendor's property.
- All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday.
- Contractor must provide all their own equipment and/or tools to perform the necessary inspections/repairs at no additional cost to Pima County.

**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (7 of 17 pages) ADDENDUM 1**

- Contractor must comply with the County lock-out/tag-out procedures at all times.
- Contractor shall be responsible for the safety of their employees at all times.
- RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license or a passport.
- All chemicals used on RWRD Treatment Facilities require the Contractor to submit the MSDS to the RWRD Treatment Point of Contact for approval prior to application.

The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. This will include any leakage or deposits left by contractor's vehicles.

Vendor shall be responsible for the safety of their employees at all times.

**5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offers and execute contracts by issue of a Master Agreement (MA) (Recurring requirements 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) or Delivery Order Maximo (DOM) 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) or Delivery Order Maximo (DOM) 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) or Delivery Order Maximo (DOM).**

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.

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 Delivery Order Maximo (DOM) 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.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. 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.

**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (8 of 17 pages) ADDENDUM 1**

Contractor shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) or Delivery Order Maximo (DOM) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

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

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

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted Order for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment..

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to COUNTY that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor 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. 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.** COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

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)**

**All unit prices shall be filled in for each line item.** Failure to do so shall be cause for rejection as non-responsive.

ITEM #	ITEM NAME	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
	Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications				
1	ADAPTOR, ROD, COUPLING, 3/8"	500	EACH		
2	ADAPTOR, SWIVEL, FEMALE, 1" INSIDE THREADS, NPT	6	EACH		

**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (9 of 17 pages) ADDENDUM 1**

**All unit prices shall be filled in for each line item.** Failure to do so shall be cause for rejection as non-responsive.

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
3	ASSEMBLY, CUTTER, ROOT, MAINLINE, W/BLADES 8"- 12" SKIDS	7	EACH		
4	ASSEMBLY, FLANGE, 8"	25	EACH		
5	AUGER, 10"	10	EACH		
6	BALL, FLOAT, 6" DIA., STAINLESS W/ 13 MM HOLE, VACTOR DEBRIS BODY	6	EACH		
7	BULLET TOOL WITH 3/8" ADAPTOR ROD	100	EACH		
8	BUTTON, GUIDE, WIRE, .375 1-1/2" DIA. X 1-1/4" LONG CRS	100	EACH		
9	CAP, GUIDE, ROD, .375	100	EACH		
10	CATCHER, DEBRIS, 10", W/20' OF 3/8" POLY ROPE	25	EACH		
11	CATCHER, DEBRIS, 12", W/20' OF 3/8" POLY ROPE	25	EACH		
12	CATCHER, DEBRIS, 15", W/20' OF 3/8" POLY ROPE	25	EACH		
13	CATCHER, DEBRIS, 6", W/20' OF 3/8" POLY ROPE	25	EACH		
14	CATCHER, DEBRIS, 8", W/20' OF 3/8" POLY ROPE	25	EACH		
15	CLAM, HANDI, 12'	6	EACH		
16	CLAMP, KING, 8"	12	EACH		
17	CLAMP, POWER, 8"	25	EACH		
18	CLAMP, RING, BAND LOC, 6" DIAMETER	12	EACH		
19	CLAMP, RING, BAND LOC, 8" DIAMETER	12	EACH		
20	CLEVIS (SHACKLE), WIRE ROPE, 1/2"	2	EACH		
21	CLIP, CABLE, WIRE ROPE, 1/2"	4	EACH		
22	COLLAR, ASSEMBLY, ROD, W/SET SCREW 1/2"X.375"	100	EACH		
23	CONTROL ARM & SHAFT, FLOAT, 14MM X 19" THREADED END, VACTOR DEBRIS BODY	6	EACH		
24	CORKSCREW, 4" SQUARE STOCK	50	EACH		
25	CORKSCREW, 6" SQUARE, W/.375 ADAPTOR ROD & COUPLING	25	EACH		
26	CORKSCREW, 8" SQUARE, W/.375 ADAPTOR ROD & COUPLING	25	EACH		
27	CORKSCREW, ROUND, 2" W/.375 ADAPTOR ROD	25	EACH		
28	CORKSCREW, ROUND, 4" W/.375 ADAPTOR ROD	25	EACH		
29	COUNTER, FOOTAGE, LEFT	30	EACH		

**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (10 of 17 pages) ADDENDUM 1**

**All unit prices shall be filled in for each line item.** Failure to do so shall be cause for rejection as non-responsive.

<b>ITEM #</b>	<b>ITEM NAME</b> Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	<b>ESTIMATED ANNUAL USAGE QUANTITY</b>	<b>UOM</b>	<b>UNIT PRICE \$</b>	<b>EXTENDED AMOUNT \$</b>
30	COUNTER, FOOTAGE, LEFT, 1988 & NEWER	30	EACH		
31	COUNTER, FOOTAGE, RIGHT, 1988 & NEWER	30	EACH		
32	COUNTER, FOOTAGE, ROTARY, 4 DIGIT	30	EACH		
33	COUNTER, SPRING FOR ROTARY	10	EACH		
34	COUPLING, 3/8"	100	EACH		
35	COUPLING, ADAPTOR, .375 SET SCREW TYPE TO 3/8" ADAPTOR ROD TOOL	100	EACH		
36	COUPLING, ROTARY, CAST STEEL, 1" NPT REEL SWIVEL 90 DEGREE A	12	EACH		
37	ELBOW, STREET, 70 DEGREE	10	EACH		
38	EXPANSION PLUG 1-3/4" - 2"	10	EACH		
39	EXTENSION, NOZZLE, FINNED STYLE, 1" PIPE X 14-3/4" LONG X 1" FINS	50	EACH		
40	EXTENSION, NOZZLE, FINNED STYLE, 1" PIPE X 14-3/4" LONG X 3" FINS	50	EACH		
41	EXTENSION, NOZZLE, FOOTBALL STYLE	10	EACH		
42	EYE, THIMBLE, WIRE ROPE, 1/2"	2	EACH		
43	GASKET, DOOR, P STYLE	10	EACH		
44	GASKET, INTAKE TUBE, EXTENSION, 8" FOR CLEAN EARTH	12	EACH		
45	GAUGE, PRESSURE, WATER, (BOTTOM MOUNT) 0-3000 PSI (OIL FILLED)	12	EACH		
46	GRABBER, DEBRIS	75	EACH		
47	GUN, WASHDOWN	12	EACH		
48	HANDLE, VALVE, HOIST CONTROL, CAST ALUMINUM	6	EACH		
49	HOSE, 1" X 600', 2500 WORKING PSI, 5250 BURST PSI	10	EACH		
50	HOSE, DEBRIS, CUFFED, 8" X 127"	4	EACH		
51	HOSE, DEBRIS, CUFFED, 8" X 60"	4	EACH		
52	HOSE, FILL, 2-1/2" X 100', POLYESTER, FEMALE X FEMALE SWIVEL NPT	6	EACH		
53	HOSE, FILL, 2-1/2" X 100', POLYESTER, MALE X FEMALE SWIVEL NPT	6	EACH		
54	HOSE, FILL, 2-1/2" X 25', POLYESTER, FEMALE X FEMALE SWIVEL NPT	6	EACH		
55	HOSE, GUIDE, FLEXIBLE, 2", TIGER TAIL	20	EACH		
56	HOSE, GUIDE, FLEXIBLE, 3", TIGER TAIL	40	EACH		

**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (11 of 17 pages) ADDENDUM 1**

**All unit prices shall be filled in for each line item.** Failure to do so shall be cause for rejection as non-responsive.

<b>ITEM #</b>	<b>ITEM NAME</b> Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	<b>ESTIMATED ANNUAL USAGE QUANTITY</b>	<b>UOM</b>	<b>UNIT PRICE \$</b>	<b>EXTENDED AMOUNT \$</b>
57	HOSE, GUIDE, ROD, 22', LTWGT W/ FLEX METALLIC LINER AND ALUM COUPLING	75	EACH		
58	HOSE, KANAFLEX, W/PLAIN ENDS, 8" X 480"	6	EACH		
59	HOSE, KANAFLEX, W/PLAIN ENDS, 8" X 60"	6	EACH		
60	HOSE, LEADER, 1" X 25'	40	EACH		
61	HOSE, LEADER, 1" X 50'	40	EACH		
62	HOSE, NYLON, BLUE, 6" X 8'	12	EACH		
63	INDICATOR, NEEDLE, FLOAT LEVEL VACTOR DEBRIS BODY OUTSIDE	6	EACH		
64	JOINT, COMPRESSION, 10"	10	EACH		
65	KIT, BEARING, SWIVEL, 1"	20	EACH		
66	KIT, BEARING, SWIVEL, 1-1/4"	20	EACH		
67	LATCH, HOIST, DOOR, DEBRIS BODY REAR	6	EACH		
68	LEADER, SAND, W/.375 ADAPTOR ROD	50	EACH		
69	LEVEL, WATER, SIGHT GLASS, RED FLOAT BALL, 1/4"	100	EACH		
70	NOZZLE W/PULLING EYE, 1"	6	EACH		
71	NOZZLE, ALUMINUM, W/CARBIDE JETS, 10#	6	EACH		
72	NOZZLE, ALUMINUM, W/SS JETS, 10#	6	EACH		
73	NOZZLE, BOMB, BUZZ, HIGH SPEED ROTATING BARREL	12	EACH		
74	NOZZLE, CB, 8" (INTAKE TUBE)	6	EACH		
75	NOZZLE, PENETRATOR, 15 DEGREE	12	EACH		
76	NOZZLE, PENETRATOR, 30 DEGREE	12	EACH		
77	NOZZLE, RADIAL, W/REPLACEMENT ORIFICES (SS), 15 DEGREE AT 60 GPM	6	EACH		
78	NOZZLE, RADIAL, W/REPLACEMENT ORIFICES (SS), 35 DEGREE AT 60 GPM	6	EACH		
79	NOZZLE, ROTATING, 3 ROTATE, 6 REAR AT 80 GPM, W/REPLACEMENT JET KIT	4	EACH		
80	NOZZLE, SAND, 15 DEGREE	12	EACH		
81	NOZZLE, SAND, 30 DEGREE	12	EACH		
82	NOZZLE, SAND, MINI STORM, 17/24 DEGREE @ 65 GPM	6	EACH		
83	NOZZLE, SAND, MINI STORM, 17/24 DEGREE @ 80 GPM	6	EACH		

**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (12 of 17 pages) ADDENDUM 1**

**All unit prices shall be filled in for each line item.** Failure to do so shall be cause for rejection as non-responsive.

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
84	NOZZLE, SANITARY, 15 DEGREE	12	EACH		
85	NOZZLE, SANITARY, 30 DEGREE	12	EACH		
86	NOZZLE, VORTEX, MINI DUAL, DEGREE, W/12 REAR JETS	12	EACH		
87	PACKING KIT/SWIVEL, 1"	20	EACH		
88	PACKING KIT/SWIVEL, 1-1/4"	20	EACH		
89	PENDANT, CONTROL, 6 BUTTON, 15' CABLE W/9 TERMINAL	6	EACH		
90	PENDANT, CONTROL, 7 BUTTON, 30' CABLE W/7 TERMINAL	3	EACH		
91	PICK, MANHOLE, ORANGE	100	EACH		
92	PIPE, ALUMINUM, 60" X 8"	12	EACH		
93	PLATE, REDUCING, FLANGED, 6" FLANGED TO 4" FLANGED	10	EACH		
94	PLATE, REDUCING, FLANGED, 8" FLANGED TO 6" FLANGED	10	EACH		
95	PLATFORM, CLAMP STYLE, SURFACE HUNG	2	EACH		
96	PLUG, SEWER, MULTI SIZE, FLOW THRU STYLE, 12"-18" W/25' INFLATION HOSE	6	EACH		
97	PLUG, SEWER, MULTI SIZE, FLOW THRU STYLE, 15"-30", W/25' INFLATION HOSE	6	EACH		
98	PLUG, SEWER, MULTI-SIZE, BAG STYLE W/ 25' HOSE, 15"-30"	6	EACH		
99	PLUG, SEWER, MULTI-SIZE, BAG STYLE W/25' HOSE, 8"-12"	6	EACH		
100	PLUG, SEWER, MULTI-SIZE, FLOW THRU STYLE, 36"-60"	2	EACH		
101	PORCUPINE, PULL TYPE 10"	10	EACH		
102	PORCUPINE, PULL TYPE 12"	10	EACH		
103	PORCUPINE, PULL TYPE 8"	10	EACH		
104	PROP, HATCH, 47" X 8" X 2", DEBRIS BODY REAR	5	EACH		
105	PUMP, POSITIVE DISPLACEMENT	1	EACH		
106	RISER, STEEL, TUBULAR, CLAMP STYLE, 4' SECTION	12	EACH		
107	ROD, CONTINUOUS STEEL, .375 DIA, 1200' PER ROLL	150	ROLL		
108	ROD, SECTIONAL, 3/8"X39", SUPER PREMIUM COMPLETE W/COUPLING	100	EACH		
109	SAW, ROOT, CONCAVE, 12", W/3/8" ADAPTOR ROD	200	EACH		
110	SAW, ROOT, CONCAVE, 5"	50	EACH		

**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (13 of 17 pages) ADDENDUM 1**

**All unit prices shall be filled in for each line item.** Failure to do so shall be cause for rejection as non-responsive.

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
111	SAW, ROOT, CONCAVE, 6" HEAVY DUTY W/3/8" ADAPTER ROD PIN	200	EACH		
112	SAW, ROOT, CONCAVE, 6" W/3/8" ADAPTER ROD PIN	150	EACH		
113	SAW, ROOT, CONCAVE, 8", W/3/8" ADAPTOR ROD	200	EACH		
114	SAW, ROOT, CONCAVE, SUPER 90, 15", .375 SET SCREW COUPLING	6	EACH		
115	SAW, ROOT, CONCAVE, SUPER 90, 18" .375 SET SCREW COUPLING	6	EACH		
116	SAW, ROOT, CONCAVE, SUPER 90, 20" .375 SET SCREW COUPLING	6	EACH		
117	SAW, ROOT, CONCAVE, SUPER 90, 6"	100	EACH		
118	SAW, ROOT, CONCAVE, SUPER 90, 8", W/.375 ADAPTOR ROD	250	EACH		
119	SAW, ROOT, FLAT, 6", W/ADAPTOR FOR 3/8"	25	EACH		
120	SAW, ROOT, STANDARD, SUPER 90, 6"	50	EACH		
121	SCREEN, FILL STRAINER 80 MESH, CAMEL	25	EACH		
122	SCREEN, FILTER, 2"	50	EACH		
123	SCREEN, FILTER, 2PC, FOR CLEAN EARTH	12	EACH		
124	SCREEN, FILTER, 3"	50	EACH		
125	SCREEN, SUCTION 80 MESH, WATER PUMP, CAMEL	25	EACH		
126	SHAFT, FLOAT, 12MM X 7-5/8", VACTOR DEBRIS BODY	6	EACH		
127	SPEAR HEAD, 2" WITH 3/8" ADAPTOR ROD	100	EACH		
128	SPOON, CATCH BASIN, 12" (2 PC. CONST.)	100	EACH		
129	SWIVEL, REEL, 1", NPT, 90 DEGREE, VACTOR, CAST STEEL	20	EACH		
130	SWIVEL, REEL, 1-1/4", NPT, 90 DEGREE, CAMEL, CAST STEEL	20	EACH		
131	TABLET, DYE, FLUORESCENT BLUE, 200/BTL	100	BTLS		
132	TABLET, DYE, FLUORESCENT RED, 200/BTL	100	BTLS		
133	TABLET, DYE, YELLOW/GREEN, 200/BTL	100	BTLS		
134	TOOL, PICK UP, CONTINUOUS W/.375 ADAPTOR ROD	50	EACH		
135	TOOL, PICK UP, SECTIONAL 3/8"	10	EACH		
136	TOOL, SWIVEL, BALL BEARING W/.375 ADAPTOR ROD	25	EACH		
137	TRANSITION, 8" FANGED TO 6" FLANGED	4	EACH		

**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (14 of 17 pages) ADDENDUM 1**

**All unit prices shall be filled in for each line item.** Failure to do so shall be cause for rejection as non-responsive.

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
138	TRAP, SAND, ALUMINUM, 10"	10	EACH		
139	TRAP, SAND, ALUMINUM, 12"	15	EACH		
140	TRAP, SAND, ALUMINUM, 15"	10	EACH		
141	TRAP, SAND, ALUMINUM, 18" - 24"	10	EACH		
142	TRAP, SAND, ALUMINUM, 6"	10	EACH		
143	TRAP, SAND, ALUMINUM, 8"	15	EACH		
144	TUBE, EXTENSION, 3', FOR CLEAN EARTH	4	EACH		
145	TUBE, EXTENSION, 5', FOR CLEAN EARTH	4	EACH		
146	TUBE, EXTENSION, 8', FOR CLEAN EARTH	4	EACH		
147	TUBE, INTAKE, ALUMINUM, 4', ALUMINUM BAND LOC STYLE	4	EACH		
148	TUBE, INTAKE, ALUMINUM, 4', W/WELDED ALUMINUM FLANGES 8"	4	EACH		
149	TUBE, INTAKE, ALUMINUM, 8', ALUMINUM BAND LOC STYLE	4	EACH		
150	TUBE, INTAKE, ALUMINUM, 8', W/WELDED ALUMINUM FLANGES 8"	4	EACH		
151	VALVE, BALL, 2-WAY, 1", HYCON	10	EACH		
152	VALVE, BALL, 2-WAY, 1-1/4", HYCON	10	EACH		
153	VALVE, BALL, 3-WAY, 1", HYCON	10	EACH		
154	VALVE, BALL, 3-WAY, 1-1/4", HYCON	10	EACH		
155	VALVE, BALL, DYNAQUIP, 1"	10	EACH		
156	VALVE, BALL, DYNAQUIP, 1-1/4"	10	EACH		
157	WRENCH, ASSEMBLY, 3/8"	100	EACH		
158	WRENCH, HYDRANT, ADJUSTABLE	25	EACH		
	<b>FOB Destination/Unloaded; Cost of freight should be included in unit price.</b>  <b>Although taxes will be paid <u>IF</u> applicable do <u>NOT</u> include sales tax in unit price.</b>			<b>TOTAL BID</b>	

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

**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (15 of 17 pages) ADDENDUM 1**

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

**8. DELIVERY:**

As defined by the Standard Terms, "On-Time" delivery is an essential part of the consideration to be given to 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 Delivery Order Maximo (DOM) or Contract.

This is a County Wide contract and other departments with various delivery sites may utilize the services on the IFB.

Main delivery sites:

Tres Rios WRF, 7101 N. Casas Grande Hwy., Tucson, AZ 85743	Monday through Friday 6:30 am to 3:30 pm
SRF Administration Offices, 4527 W Walker Rd., Tucson, AZ 85743	Monday through Friday 7:00 am to 3:00 pm
Conveyance Division, 3355 N. Dodge Blvd., Tucson, AZ 85716	Monday through Friday 7:00 am to 4:30 pm

Supplier guarantees delivery of product or service **within ten (10) days after issue date of order**. If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

**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. 199058 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 SUPPLIER'S insurance shall be primary insurance and non-contributory with respect to all other available sources. Supplier shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. COUNTY is to be named as an additional insured for all operations performed within the scope of the Contract between COUNTY and SUPPLIER;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (16 of 17 pages) ADDENDUM 1**

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

**12. PERFORMANCE BOND:**

NO PERFORMANCE BOND REQUIRED.

**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 solicitations 'Instruction To Bidders'? Yes  No  (Select one)

If 'Yes', have you included your certification document? Yes  No  (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

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**OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (17 of 17 pages) ADDENDUM 1**

**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:**

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:** \_\_\_\_\_

**END OF OFFER AGREEMENT: SEWER MAINTENANCE PARTS AND ACCESSORIES (17 pages) ADDENDUM 1**

**PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15) (6 PAGES) ADDENDUM 1****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 (03/18/15) (6 PAGES) ADDENDUM 1**