



PIMA COUNTY PROCUREMENT DEPARTMENT
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Mary Jo Furphy
Procurement Director

October 17, 2016

ADDENDUM NO. 01

SOLICITATION NO. 233910 - PRISONER TRANSPORT AND EXTRADITION SERVICES

Be advised of the following changes, clarifications and/or additions to the above-referenced Solicitation as stated in the following Addendum.

SOLICITATION DUE DATE:

The Solicitation due date remains unchanged.

CHANGES AND/OR ADDITIONS:

REMOVE the Offer Agreement, including Exhibit A: Scope of Services and Exhibit B: Unit Prices in its entirety and REPLACE with the attached revised Solicitation No. 233910 – Addendum 1 Offer Agreement.

QUESTIONS/ANSWERS:

Q. 1) Refer to Offer Agreement, Exhibit A: Scope of Services, paragraph 1.4. Please consider requiring up to a 72-hour pick-up time, under such circumstances.

A. 1) The County has revised this paragraph to allow for up-to a 72-hour pick-up time under circumstances when the other agency provides a short notice to the PCSD.

Q. 2) Refer to Offer Agreement, Article 11. Insurance.

11.1.3 STS policy is called "Criminal Justice" rather than "Police Liability". Request the wording be changed to "Criminal Justice" in this and other sections.

11.3.3 My insurance company advises that providing certificates 15 days in advance with a copy of the actual endorsement is impossible. Request an exception be made for this stipulation.

11.4 Our insurance carrier for workers compensation is Berkley Risk. I was advised that they do not provide 30 day notice for anyone. I request the requirements be amended, requiring that "County shall receive not less than thirty (30) days advance written notice of any cancellation of the Required insurance except workers compensation."

A. 2) The County has approved the requested changes. Article 11. Insurance has been revised as per the attached revised Solicitation No. 233910 Addendum 1 Offer Agreement.

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgment of all addenda may be cause for rejection.

This Addendum is a total of 20 pages, including the attached Offer Agreement revised by this addendum.

If any questions, please contact me via e-mail at Jennifer.Moore@pima.gov.

/s/ Jennifer Moore

Commodity/Contracts Officer

Offer Agreement

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 **Prisoner Transportation Services, including extradition within the United States** 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

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

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA), document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County 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:

CERTIFY MINIMUM QUALIFICATIONS BY CHECKING THE RESPONSE BOX (YES) AND PROVIDING APPLICABLE INFORMATION OR DOCUMENTATION.

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response.
1	<p>Responsible: The CONTRACTOR certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement.</p> <p>The CONTRACTOR further stipulates that they possess all licenses required by applicable Agencies to satisfy the requirements of this agreement.</p>	<p><input type="checkbox"/> Yes, Certify agreement with the qualification requirement.</p>

MQ#	MQ TITLE	MQ DESCRIPTION	MQ DOCUMENTATION
			CHECK <input checked="" type="checkbox"/> appropriate response.
2	<p>FMCSA Registration and USDOT Number</p>	<p>Certification and Documentation of Interstate Commerce Operations:</p> <p>CONTRACTOR must be currently registered with Federal Motor Carrier Safety Administration (FMCSA) and have a USDOT Number which authorize the operating of commercial vehicles transporting passengers in interstate commerce.</p> <p>A valid MC number will indicate Common Authority: Active, Passenger: Yes and Active Insurance with current effective date.</p>	<p>Attached is a copy of a document that substantiates US DOT number and Motor Carrier authority.</p> <p align="center">Yes <input type="checkbox"/></p>

MQ#	MQ TITLE	MQ DESCRIPTION	CHECK <input checked="" type="checkbox"/> appropriate response.
3	Interstate Commerce Operations	Certification: CONTRACTOR must provide ground transportation within the contiguous United States.	<input type="checkbox"/> Yes, Certify agreement with the qualification requirement.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Refer to 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) (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) 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 Invoice documents will reference the County's 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.

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. Contractor shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) 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.

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Solicitation No. 233910 – Addendum 1

Title: Prisoner Transport and Extradition Services

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

The Master Agreement (MA) 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) – Refer to Exhibit B - Unit Prices

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.

Contractor guarantees delivery of product or service in accordance with the time frames set forth in the Scope of Services.

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. 233910 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

Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

11.1 Insurance Coverages and Limits:

- 11.1.1 Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.
- 11.1.3 **Criminal Justice**: By endorsement to CGL or separate policy. Occurrence Form to cover bodily injury, personal injury or property damage resulting from negligence, excessive use of force and/or deprivation of civil rights with minimum limits not less than \$5,000,000 Each Occurrence and \$5,000,000 General Aggregate.
- 11.1.2 Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos used in the performance of this Contract of transporting prisoners with minimum limits not less than \$5,000,000 each accident for 12 passenger vehicles and 10,000,000 each accident for 12+ passenger vehicles.
- 11.1.3 Workers' Compensation (WC) and Employers' Liability: Workers' Compensation is statutory with Employers Liability limits of \$1,000,000 for each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

11.2 Insurance Requirements:

- 11.2.1 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
- 11.2.2 Additional Insured: The General Liability, **Criminal Justice** and Business Automobile Liability Policies shall each be endorsed to include Pima County, the Pima County Sheriff's Department Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein.
- 11.2.3 Waiver of Subrogation: Commercial General Liability, **Criminal Justice**, Business Automobile and Workers' Compensation coverages shall each contain a waiver of subrogation in favor of Pima County and its Agents for losses arising from work performed by or on behalf of the Contractor. Each waiver shall be noted on the appropriate Certificate of Insurance.
- 11.2.4 Primary Insurance: The Contractor's policies, with respect to any claims related to the Contract, shall be primary and that any insurance carried by Pima County shall be excess and not contributory insurance. Contractor's policies shall not obligate the County to pay any portion of a Contractor's deductible or SIR.
- 11.2.5 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 11.2.5 Subcontractors: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall have each Subcontractor's procure separate Required Insurance. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insured on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

11.3 Verification of Coverage:

- 11.3.1 Insurer or Broker of Contractor must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate;

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Notation of any deductibles or SIRs for policies on the Certificate of Insurance, and; Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.

11.3.2 All certificates required by this Contract shall be sent directly to the appropriate County Department. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

11.3.3 Each Required Insurance policy and appropriate endorsements must be in effect prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.

11.3.3 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

11.4 Cancellation Notice:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Pima County, excluding Workers' Compensation. Within two (2) business days of receipt of cancellation, Contractor must provide notice to Pima County if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly the County and shall be mailed, emailed, or hand delivered to (Department Representative's Name, Address & Fax Number).

11.5 Approval and Modifications:

Pima County Risk Management reserves the right to review and modify the Required Insurance provisions throughout the life of this contract, conditioned upon County's determination of changes in risk exposures. Such action will not require a formal Contract amendment but may be made by administrative action.

12. PERFORMANCE BOND: N/A

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

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

Table with 6 columns: Addendum #, Date, Addendum #, Date, Addendum #, Date. All cells are empty.

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.

The remainder of this page is intentionally left blank.

Offer Agreement

15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME:							
BUSINESS ALSO KNOWN AS:							
MAILING ADDRESS:							
CITY:		STATE:		ZIP CODE:			
Primary CONTACT PERSON During term of the solicitation IFB process:							
Name and Title							
Phone Number		Email Address			Fax #		
INVOICES:							
REMIT TO ADDRESS:							
CITY:		STATE:		ZIP CODE:			
CONTACT PERSON NAME: (first, last)					TITLE:		
PHONE:					FAX:		
CONTACT PERSON EMAIL ADDRESS:							
DELIVERY ORDERS & CONTRACTS SHALL BE TRANSMITTED:							
CONTACT PERSON NAME (first, last)					TITLE:		
PHONE:					FAX:		
CONTACT PERSON EMAIL ADDRESS:							
CORPORATE HEADQUARTERS LOCATION:							
STREET ADDRESS:							
CITY:		STATE:		ZIP CODE:			

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.

AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER					
SIGNATURE:				DATE:	
PRINTED NAME				TITLE	
PHONE:			EMAIL ADDRESS:		

County Attorney Contract Approval "As to Form":

Approved as to form:

_____ Date

Deputy County Attorney

EXHIBIT A: SCOPE OF SERVICES

CONTRACTOR shall provide prisoner transport and extradition services (hereinafter, “the service”) in accordance with the following specifications:

1.0 General Specifications

- 1.1 CONTRACTOR shall comply with the Interstate Transportation Of Dangerous Criminals Act Of 2000 (hereinafter “the Act”), codified at 42 U.S.C. § 13726, and regulations issued thereunder, including, but not limited to, 28 C.F.R. Part 97, whereas current adopted or as may be amended from time to time, which are fully incorporated herein by reference. If CONTRACTOR is found in violation of the regulations established under the “Act”, CONTRACTOR shall be liable for the penalties and expenses imposed by the applicable laws.
- 1.2 The CONTRACTOR must be able to pick-up prisoners no later than the date specified by the Pima County Sheriff’s Department (hereinafter “Department”). The CONTRACTOR must be able to pick-up prisoners who have specific pick-up dates. The CONTRACTOR shall provide a written estimated price quote for service. The quote will contain, but not be limited to, information relating to CONTRACTOR’S availability for the transport, method of travel, the total estimated cost of the transport, a schedule of the date and time frame of prisoner pick up, and the estimated date, time frame, and place of delivery. CONTRACTOR shall provide the service upon approval (documented by issuance of Delivery Order) of the quote by the Department.
- 1.3 The CONTRACTOR must be able to pick-up and transport adult males/females and juvenile males/females. The Department will provide CONTRACTOR with all pertinent information concerning the prisoner including prisoner’s identity and departure/destination information. Female transport agents are required to transport all female prisoners. Juveniles may not be transported within sight and sound of adult prisoners.
- 1.4 The PCSD shall make every effort to provide the CONTRACTOR with as much as ten (10) days’ notice, when possible. However, the agency having custody may not provide the PCSD with adequate notice. In such instances, the PCSD will notify CONTRACTOR no less than 24 hours in advance of the desired departure time. **The PCSD understands it may not be possible to affect the short response time, and in such circumstances will make an effort to accommodate pick-up in no more than seventy-two (72) hours.**
- 1.5 The Department shall have the right to cancel its pick up order within twenty-four (24) hours after placing the order. Any other cancellation may be made without cancellation penalty only with the consent of CONTRACTOR. If CONTRACTOR is enroute or attempts to pick up a prisoner and that pick up order is then cancelled, the Department, at the option of CONTRACTOR, shall be subject to a cancellation charge equal to the amount contained in Exhibit B.
- 1.6 CONTRACTOR shall maintain all Department and prisoner records and transport plans in a confidential manner.
- 1.7 CONTRACTOR maintain a Transit Log of each transport under this Contract, and shall be delivered with the prisoner. The Transit Log requires the following information: prisoner name, prisoner property receipt, pick-up location, beginning mile, ending mile, signature of prisoner at end of trip, prisoner medical/medication Information, and prisoner activities (meals, rest stops, stretch breaks, and rest overnight-RON).
- 1.8 CONTRACTOR shall provide a minimum ratio of one (1) transport personnel to six (6) prisoners during the service.
- 1.9 CONTRACTOR shall provide to the Department, upon request, the prisoner in transport’s status, to include location.
- 1.10 CONTRACTOR shall provide a primary and secondary point of contact who has the ability to address and resolve both minor and major issues.
- 1.11 Definitions:
 - 1.11.1 Waiver: Prisoner to be transported has waived extradition and typically must be picked up within ten days.
 - 1.11.2 Sentenced Prisoner: Prisoner to be transported has completed a term of incarceration in another correctional facility and is being returned to the custody of the Department. Prisoner must be picked up on a specific date.

- 1.11.3 Writ: Prisoner has been court ordered to be in Pima County for court proceedings. A week's time span is typically given for pick up, but prisoner must be in Pima County prior to scheduled court date.
 - 1.11.4 Interstate Agreement Detainer (IAD): Applies to transfer of sentenced prisoners for unrelated trials between two States. A week's time span will be given to the transporting agency for pick up.
 - 1.11.5 Governor's Warrant: Prisoner to be transported has most likely not waived extradition and must be picked up within ten days.
 - 1.11.6 Interstate Compact: Prisoner to be transported is a probationer who has violated terms while in another state.
 - 1.11.7 Juvenile: Persons under the age of eighteen (18), persons above the age of eighteen (18) whose origins or destinations are to juvenile facilities, persons above the age of eighteen (18) who are being charged as a minor. *Per the law, no juvenile offender can be within sight or sound of any adult offender.
 - 1.11.8 As Needed, Special Transportation Needs: Any transportation requested outside of ground transportation.
 - 1.11.9 Cancellation – as specified by General Specifications 1.5.
- 1.12 The CONTRACTOR shall provide a twenty-four (24) hour, seven (7) days per week, communication system for access of Department members.

2.0 Transportation Specifications

- 2.1 **Limits on continuous travel**, hours and miles driven by CONTRACTOR'S personnel shall be in accordance with Section 395.5, Maximum Driving Time for Passenger Carrying Vehicles, of the United States Department of Transportation, Federal Motor Carrier Safety Administration regulations (49 CFR Part 395).
- 2.2 Prisoners traveling interstate shall travel a minimum of 250 straight-line miles each day from point of departure to point of destination.
- 2.3 CONTRACTOR shall transport and deliver the prisoner along with **prisoner's records and property** excluding electronic equipment to the destination point. Prisoner's property transported shall be inventoried and signed for by both the prisoner and the transporting agent and shall not be accessible to the prisoner during the course of the trip.
- 2.4 CONTRACTOR shall **assume custody** of such prisoners from authorized agents of the Department, at the location of incarceration determined by the parties to be suitable for such purpose, to transport such prisoners to and from locations designated by the Department.
- 2.5 In the event of unusual incidents, **emergencies, and/or controversial** situations that arise in the performance of its services to the Department, CONTRACTOR shall immediately report such incidents to the Terminal Operations Unit of the Department at (520)351-4625. The unusual incident, emergency, or controversial situations shall include, but is not limited to, any act of violence by prisoner or other passengers, any escape or attempted escape of a prisoner or other breach of security, any use of force, any incident required to be reported under the Prison Rape Elimination Act of 2003, any excessive delay in the transportation of a prisoner, any medical condition of a prisoner or other passenger requiring emergency medical treatment, any mechanical failure that would normally require formal reports to the cognizant regulatory agency and any refusal of law enforcement agencies to release a prisoner to CONTRACTOR as authorized or directed by the Department.
- 2.6 Upon **arrival at the place of delivery**, CONTRACTOR shall surrender custody of such prisoners to the Department or to the law enforcement agency designated by the Department. To insure that CONTRACTOR surrenders prisoners to the custody of the Department or its duly authorized agents, corroborative identification of Department personnel designated to accept custody of the prisoner shall be presented to CONTRACTOR'S personnel at the place and time of surrender of custody. CONTRACTOR shall not surrender custody of prisoners without first verifying the identification of persons to whom custody prisoners is being transferred.
- 2.7 CONTRACTOR shall have the **right to refuse** any transport of any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the driver refuses to transport any such individual, the Department shall be notified immediately, prior to leaving the pick-up location, and there shall be no charge to the Department.

3.0 Security Specifications

- 3.1 Prisoners shall be positively physically identified prior to transportation agents assuming custody and removing them from the holding agency.
- 3.2 While in the custody of the Contractor, the offender(s) shall be secured with appropriate restraining devices in accordance with Local, State, and Federal statutes.
- 3.3 In assuming custody of such prisoners CONTRACTOR shall perform its responsibilities for security and control of such prisoners in a professional manner and in accordance with applicable Federal and State law. CONTRACTOR shall follow reasonable and customary operating procedures regarding the use of force and the security and control of prisoners. While in the custody of CONTRACTOR, the prisoner(s) shall be secured with proper, standard law enforcement restraining devices (to be provided by CONTRACTOR) including handcuffs, waist chains, and leg irons. The prisoner(s) shall also wear brightly colored clothing (pants and shirt, to be provided by CONTRACTOR) clearly identifying them as prisoners while in transport.
- 3.4 When transporting violent prisoners, CONTRACTOR shall notify local law enforcement officials in advance of any scheduled stops in their jurisdiction.

4.0 Prisoner Care during Transport

- 4.1 All prisoners shall be treated in a dignified manner while in the custody of the CONTRACTOR.
- 4.2 Prisoners shall be provided adequate rest room stops, no greater than five (5) hours apart, during trip if no restroom facilities are provided on the transport vehicle. If restroom facilities are provided on the transport vehicle, they shall be kept in a sanitary condition and shall be maintained as such for the duration of the transport.
- 4.3 Type of meals, frequency and manner shall be consistent in frequency and caloric intake as those provided by the Pima County Adult Detention Center; no fewer than 2467 calories per day, three meals per day, and no greater than fourteen (14) hours between meals.
- 4.4 Housing shall be provided to the prisoner, with the availability to receive proper rest, shower and meet other hygienic needs. Prisoners shall be lodged in secure and adequate jail facilities and local staff advised of escape potential, security threat such as gang affiliation, disruptive group member or high profile offender. Whenever possible, prisoners en route shall be separated from the facilities' general population. Prisoners en route are prohibited from using phones at en route housing locations.
- 4.5 COUNTY shall approve the CONTRACTOR'S safest and effective method of travel for prisoners with medical conditions. Prisoners requiring medication shall be provided their medication at required time intervals while en route and self-medication shall be appropriately documented.
- 4.6 All medical costs arising from illness or disease not caused by CONTRACTOR shall be borne by COUNTY.
- 4.7 CONTRACTOR shall develop an acceptable procedure with Pima County Sheriff's Department to insure prisoner's security in the event of medical emergency.
- 4.8 CONTRACTOR shall develop an acceptable procedure with the Department's Corrections Bureau, Medical and Mental Health Section for notice of medical emergency.
- 4.9 CONTRACTOR is to obtain prisoner's medical clearance, if necessary, from the custodial/releasing agency.

5.0 Vehicle Specifications

- 5.1 CONTRACTOR shall furnish appropriate vehicles which conform to industry standards for the transportation of prisoners. Generally, it is expected that prisoner(s) will be transported in small or large vans, busses and occasionally airplanes.
- 5.2 CONTRACTOR shall maintain a fleet of vehicles compliant with all applicable United States Department of Transportation regulations sufficient to accomplish the transport services required by this Contract.

CONTRACTOR'S vehicles used in the transport service shall at all times be currently licensed, in good and safe operating condition, shall be designed and equipped with appropriate security devices, including a barrier between the transportation agent and the prisoner(s) and a communication system.

- 5.3 Contractor must furnish and utilize vehicles in good running condition. All vehicles must be registered and insured. Documentation of the aforementioned requirements must be furnished to the Department upon request.
- 5.4 Contractor's vehicles must include federally approved transportation restraint hardware and weapons, seatbelts and medical emergency kits sufficient for the exact number of anticipated prisoners to be transported.
- 5.5 Prisoners shall not be able to open doors and windows (from inside prisoner compartment).
- 5.6 Vehicles shall have an operating air-conditioner and heater for the entire vehicle.
- 5.7 Vehicles shall carry safety equipment such as first aid kits, fire extinguisher, safety triangles, etc.
- 5.8 Vehicles shall be equipped with spare tires, jacks, and lug wrench.
- 5.9 Vehicles shall be equipped with sufficient storage to secure personal property of prisoners being transported.
- 5.10 Vehicles shall be clean inside and out at all times.
- 5.11 A vehicle shall not be in operation if it has sustained body damage that would impair the safe operation of the vehicle.

6.0 Personnel Requirements

- 6.1 Contractor must utilize personnel trained in the principles of prisoner transportation. Personnel will conform to standard security practices, including the humane treatment of the prisoner, inclusive of medical, bodily and nutritional needs. Personnel will conform to Local, State, and Federal statutes and best correctional practice standards for the transportation and care of all prisoner in the Contractor's custody.
- 6.2 Contractor will provide copies of transportation of offender's procedures and post orders, staff training certification records and records and reports as requested by the Department.
- 6.3 All personnel shall comply with all current and future State, Federal, and Local Laws and Regulations, Court Orders, State Rules, Administrative Directives, Institutional Directives, American Correctional Association (ACA) Standards and Policies.
- 6.4 CONTRACTOR'S transport personnel shall possess a valid driver's license from their state of residence with the proper classification for the operation of the service.
- 6.5 CONTRACTOR'S transport personnel shall wear the uniform bearing the company logo and have picture identification with CONTRACTOR'S insignia (provided by CONTRACTOR) during any pick-up and transportation of prisoners. Street/casual clothes shall not be acceptable.
- 6.6 CONTRACTOR shall perform background checks and pre-employment drug testing for potential employees, including requiring criminal background checks, to disqualify persons with a felony conviction or domestic violence conviction as defined by section 921 of title 18, United States Code, for eligibility for employment. Pre-employment drug testing will be in accordance with applicable State laws. CONTRACTOR must have a drug-testing program for current employees and shall provide, upon request by the Department, CONTRACTOR's drug-testing program policy.
- 6.7 CONTRACTOR shall establish the minimum standards, but not less than those standards established by the Act, for the length and type of training those employees must undergo before they can transport prisoners. Training shall be in the areas of use of restraints, searches, use of force, including use of appropriate weapons and firearms, CPR, map reading, and defensive driving. If transport personnel carry firearms, they must be qualified annually. CONTRACTOR shall provide training syllabus to the Department, upon request.

6.8 CONTRACTOR shall hold a valid US Department of Transportation certificate number and Motor Carrier authority number to operate interstate commerce.

6.9 Transport agents who carry firearms must comply with applicable Federal, state and local laws regarding firearms. Current certification to carry firearm must be provided to Pima County by the CONTRACTOR.

7.0 Books and Records

7.1 CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

7.2 In addition, CONTRACTOR shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

7.3 Invoicing of services performed should be completed on a regular basis but shall be done no less than on a monthly basis. Invoices shall provide a line item detail of services rendered.

7.4 Services for which set dates are not met, or any other transportation standard established by this document, shall be discounted by 50%.

7.5 Major issues not resolved within five business days will require the vendor to meet with Pima County representatives in Tucson at the vendor's expense.

End of Exhibit A

Offer Agreement

EXHIBIT B: UNIT PRICES
(Net 30-day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Waiver, Pickup Fee, Adult Ground Transportation	80	Each	\$	\$
2	Waiver, Adult Ground Transportation	61500	Mile	\$	\$
3	Sentenced Prisoner, Pickup Fee, Adult Ground Transportation	12	Each	\$	\$
4	Sentenced Prisoner, Adult Ground Transportation	12500	Mile	\$	\$
5	Writ, Pickup Fee, Adult Ground Transportation	3	Each	\$	\$
6	Writ, Adult Ground Transportation	5000	Mile	\$	\$
7	IAD, Pickup Fee, Adult Ground Transportation	5	Each	\$	\$
8	IAD, Adult Ground Transportation	4900	Mile	\$	\$
9	Governor's Warrant, Pickup Fee, Adult Ground Transportation	8	Each	\$	\$
10	Governor's Warrant, Adult Ground Transportation	4000	Mile	\$	\$
11	Interstate Compact, Pickup Fee, Adult Ground Transportation	3	Each	\$	\$
12	Interstate Compact, Adult Ground Transportation	1700	Mile	\$	\$
13	Juvenile, Pickup Fee, Ground Transportation	3	Each	\$	\$
14	Juvenile, Ground Transportation	1500	Mile	\$	\$
15	Cancellation Fee	2	each	\$	\$
16	As Needed, Special Transportation Needs	1	LOT	As Mutually Agreed by both Parties	\$10,000.00
FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid IF applicable do NOT include sales tax in unit price.				TOTAL BID	\$

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.

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)

End of Exhibit B

PIMA COUNTY STANDARD TERMS AND CONDITIONS (06-01-16)**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 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 Pima 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.

44. ISRAEL BOYCOTT CERTIFICATION:

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS