PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: 160677 **Title: Avian Control Services**
(Commodity Code 91059 Pest Control Incl. Termite Inspection, Exterminating; 91000 Building Maintenance, Installation Repair Services)

DUE IN AND OPENS: DECEMBER 1, 2014 AT OR BEFORE 1:00 P.M. LOCAL AZ TIME

Submit Bid to:
Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Bid Conference: November 18, 2014 AT 11:00 A.M. LOCAL AZ TIME
Pima County Procurement Department
130 West Congress, 3rd Floor
Tucson, Arizona 85701

SOLICITATION: Pima County is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide Avian Control Services on an as-needed basis, per the specifications called for herein. SBE price preference shall apply.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Respondents are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda. Prospective Respondents may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME, at the address listed above.

A Pre-Bid Conference will be held for the purpose of clarifying requirements and answering prospective respondent questions. It is the responsibility of Prospective Respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Bids shall be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Bidders must complete and return those documents identified in the Instruction to Bidders Submission of Bids instruction.

Bids may not be withdrawn for 90 days after opening except as allowed by Pima County Procurement Code.

The following licenses are required: Business License Class B1 issued by the State of Arizona Office of Pest Management (AZOPM).

Bonds are not required.

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, TO ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

Questions and Deviation requests shall be submitted ***in writing*** to Procurement Department, **Attention: Jennifer Moore.** All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation *Due in and Opens Date* may not be answered.

E-mail: Jennifer.Moore@pima.gov Fax: (520) 791-6509
USPO Mail to the following address:
Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

Jennifer Moore, *CPPB*
Commodity/Contracts Officer

Publish: The Territorial: November 10, 12, 13, and 14, 2014

FAILURE TO COMPLY MAY CAUSE THE BID TO BE IMPROPERLY EVALUATED OR DEEMED NON-RESPONSIVE

1. PREPARATION OF RESPONSES

All bids shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the bid. Typewritten responses are **preferred**.

All bids shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid. Surety, if required by this solicitation, may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. OFFER AGREEMENT (Contract) for Avian Control Services

The attached or referenced Offer Agreement when completed, signed and submitted by the Offeror is a binding offer that results in a legal contract when accepted and executed by Pima County as defined by this solicitation. The Offer Agreement document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation.

Offeror Minimum Qualifications:

Offeror Minimum Qualifications are intended to establish the offeror's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract the Offeror shall submit with the Offer Agreement all documents specified in article 3. *Supplier Minimum Qualifications* of the Offer Agreement. If requested by article 3, the Offeror shall denote in article 3 of the Offer Agreement the license numbers/descriptions and other information requested.

Unit Prices & Bid Certification:

Offerors shall fully complete all required information including article *7. Compensation & Payment* and sign article *15. Bid/Offer Agreement* certification sections of the Offer Agreement utilizing the forms provided by this solicitation.

Unless otherwise stated, a Unit Price shall be given for all items defined by the Offer Agreement Unit Prices schedule. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should Contractor during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to Pima County ("COUNTY"), that Contractor shall offer the same pricing to County effective on the date offered to other buyer. Unit prices given by offeror shall include all costs required to implement and actively conduct and document cost control and reduction activities. Taxes applied to the unit price and legally applicable to Pima County purchase transactions shall be separately invoiced and not included in the item unit price. Unit Prices shall include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), no additional payments will be invoiced or paid. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days.

COUNTY reserves the right to question, clarify and correct obvious errors.

3. SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids, evaluation of bids and to efficiently support the subsequent ordering, invoicing and payment processes.

Items included in the bid shall satisfy all specifications and requirements set forth by the County's Offer Agreement. Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified by the County's Offer Agreement. Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk.

Deviation requests shall specifically document and clearly illustrate the deviation to the specification, or the requirement, set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item.

Deviation requests shall be submitted **prior** to the initial solicitation due date. Requests shall be submitted as soon as is possible and not less than 8 days prior to the solicitation due date else they may not be answered or addressed.

Acceptance or rejection of any deviation request shall be at the sole discretion of the County and will be made in writing by the County via specific addendum of the solicitation and Offer Agreement as applicable. Offerors shall complete article *13.Acknowledgement of Solicitation Addenda* of the Offer Agreement prior to submission.

Offerors are advised that conditional offers or notations on the documents submitted that do not conform to or that request exceptions to the published solicitation and addenda may be considered non-responsive and not evaluated.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified.

Manufacturer and supplier documentation, including and not limited to the following shall be provided by the successful offeror not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

4. SUBMISSION OF BIDS

Submissions are binding offers and will result in a binding contract upon acceptance by Pima County by issue of a properly executed contract document referencing said offer.

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. Offerors are to complete, execute, and submit one original and one (1) copy of the following bid documents:

SIGNED OFFER AGREEMENT, including Pima County Standard Terms and Conditions and the completed information of the following sections:

- **Section 3.** Contractor Minimum Qualifications
- **Section 7**. Compensation and Payment
  - Optional Early Payment Discount Term
  - Master Price List (MPL) & Discount Off MPL for items not in the bid list
- **Section 13.** Acknowledgment of Solicitation Addenda
- **Section 14.** Small Business Enterprise (SBE) Certification (if applicable)
- **Section 15**. Bid/Offer Certification (Bid submittal without signed Bid/Offer Certification will be deemed *Non-Responsive* and will not be evaluated.)
- **Exhibit A**: Sustainability
- **Exhibit B**: Unit Prices (Net 30 day Payment Terms) in hard copy and electronic Microsoft Excel spreadsheet on an external media device. One electronic Excel spreadsheet if sufficient.

Please do not use 3-ring hardcover binder for your bid submittal. We cannot recycle those binders.

Offeror's bid must meet all Minimum Qualifications or their bid will be deemed *NON-RESPONSIVE* and will not be evaluated for award.

All line items* in the "Unit Prices", under Offer Agreement, Section 7, Compensation and Payments, must be bid in order to be considered for evaluation and award.** Failure to provide price for all line items will be cause for the respondent's bid to be rejected as ***NON-RESPONSIVE and will not be evaluated for award.

Offerors shall bid items as per the specifications contained here within in order to be considered "*RESPONSIVE*" for evaluation and award. Alternate bids will not be accepted. Recommendation for award will be to a responsible and responsive respondent submitting the lowest *"Total Bid"* amount as a **Primary Contractor** and the 2nd lowest *"Total Bid"* as a **Secondary Contractor**. The award amount for the Secondary Contractor shall be 30% of the Primary Contractor's award amount. The Secondary Contractor will be used when the Primary Contractor is unable to fulfill the requested services within the timeframe specified in the order.

Bids **must be signed** by an authorized agent of the offeror and submitted **in a sealed envelope marked or labeled** with the offeror firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Bid Due Date/Time specified by the *Invitation for Bid*.

Bids must be received and time stamped at the specified location at or before the Bid Due Date/Time as defined by the *Invitation for Bid*. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal.

Bids and modifications received after the *Bid Due Date/Time* will not be accepted, or will be returned unopened. Facsimiles and other electronic submission of bids, such as bids submitted via email, will not be accepted. Timely submittals will be opened and recorded promptly after the Bid Due Date/Time.

Failure to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may be cause for the offeror's bid to be rejected as ***NON-RESPONSIVE*** and not evaluated.

5. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful offeror by issue of a blanket contract, purchase order or contract. The offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the offeror agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Offeror's own risk. Offerors shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. INQUIRIES

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any offeror as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective offeror believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the offeror shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution **prior** to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Any question related to this solicitation shall be directed to the Commodity/Contracts Officer of this IFB. The offeror shall not contact or ask questions of the department for whom the requirement is being procured.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through http://www.pima.gov/cob/code/. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at http://www.pima.gov/procure/awards/ **without regard to whether individual notices were issued**. It is the responsibility of offerors to check the website.

7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement shall govern.

8. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the offeror agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document(Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: http://www.pima.gov/procure/venreg.htm.

9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

Any contract funded in any amount with federal funds is not eligible for this preference.

For those bids that do not exceed $500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the bid amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, or Lump Sum, as bid.

To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate which may be acquired from the City of Tucson; Office of Equal Opportunity Programs, (520) 791-4593 (520) 791-2639 TTY, 201 N. Stone Ave., 3rd Floor North, Tucson, AZ 85701. Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: http://cms3.tucsonaz.gov/office-equal-opportunity-programs-small-business-enterprise-program

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at **(520) 724-8465** for assistance or further information.

END OF INSTRUCTIONS TO BIDDERS
(Revised October 14, 2013)

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 **Avian Control Services** as the COUNTY may order from time to time by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) pursuant to a resulting executed and effective agreement. As defined by the attached Pima County Standard terms and Conditions (STC) this agreement is non-exclusive and may be terminated for any reason without penalty or cost to Pima County.

It is the intent of Pima County to contract with a **Primary** and a **Secondary** CONTRACTOR for the services. The Secondary CONTRACTOR will only be utilized by the COUNTY when the Primary CONTRACTOR is unable to perform the requested services within the timeframe specified in the order.

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 through the Pima County Facilities Management.

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

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

2. AGREEMENT TERM EXTENSIONS-RENEWALS & REVISIONS:
The initial term of the agreement will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties as follows:

Proposed extension or renewals of the Contract if included in the Contract and revisions to the Contract shall be made through the issuance by COUNTY to CONTRACTOR of a revised Blanket Contract-Master Agreement, Purchase or Delivery Order document setting forth the requested changes. Failure by CONTRACTOR to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by COUNTY shall signify acceptance by CONTRACTOR and the amendment shall be binding upon the parties, effective on the date of issuance.

The remainder of this page is intentionally left blank.

3. <u>CONTRACTOR MINIMUM QUALIFICATIONS:</u>
The CONTRACTOR certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. The CONTRACTOR further stipulates that they possess license required by the laws and rules of the United States and the State of Arizona to perform the scope of services set forth in this Offer Agreement throughout the term of this agreement. The CONTRACTOR agrees to provide notification of any change in licensure status or sanctions taken against the CONTRACTOR during the contract period.

CERTIFY MINIMUM QUALIFICATIONS BY CHECKING THE RESPONSE BOX (YES OR NO) AND PROVIDING APPLICABLE INFORMATION OR DOCUMENTATION. A 'NO" ANSWER WILL BE THE CAUSE OF YOUR OFFER TO BE REJECTED AS *NON-RESPONSIVE.*

1	MINIMUM QUALIFICATION	CHECK ☑ appropriate response certifying agreement with the requirement.
	The CONTRACTOR certifies that they are competent, willing and responsible to perform the services and/or providing the products in accordance with all requirements of the solicitation and this Offer Agreement.	☐ **Yes** ☐ **No**

2	MINIMUM QUALIFICATION	CHECK ☑ appropriate response and provide the requested information certifying agreement with the requirement.
	BUSINESS LICENSE CONTRACTOR must hold an ACTIVE Arizona Office Of Pest Management (AZOPM) Business License for a **minimum of five (5) years**.	***ATTACH*ED** to this Offer Agreement is a copy of the AZOPM Business license? ☐ **Yes** **No** ☐
		The Attached AZOPM business license is for the following – fill in the spaces:
		ACTIVE AZOPM License Number: _____ AZOPM license is for the period: MO/DATE/YEAR:_____ (must be prior to **11/01/2009**) Expiration Date: _____

3	MINIMUM QUALIFICATION	CHECK ☑ appropriate response and provide the requested information certifying agreement with the requirement.
	COMMERCIAL BUILDING AND LIFT EXPERIENCE: CONTRACTOR must have minimum 5-years of experience and knowledge of pigeon and nuisance bird control services with commercial buildings and the use of lifts. Experience must be documented with a minimum of three customers. The experience must include: Installation of: **electrical shock systems or** **spikes or** **spiders or** **netting** Use of the following equipment: **boom lift** **scissor lift** Commercial Building: At least to the equivalence of a second story commercial building (24 ft). 3 job examples must **ALL** be for commercial buildings with a minimum of 2 stories requiring the use of a lift to complete the job and invoice value at a minimum of $1,000.00; 1 job must be for the timeframe beginning prior to Nov. 1, 2009 1 job must be for the timeframe during the period between 2013 or 2014 and 1 job must be for any time frame **PLEASE PROVIDE THE FOLLOWING IN the CHART BELOW.**	In the space provided for Customer Jobs 1, 2 and 3 (below), all information has been filled in with the appropriate response and attached is the required supporting documentation. ☐ **Yes** ☐ **No**

Minimum Qualification #3 Required Information:

		FILL IN WITH APPROPRIATE INFORMATION OR☑
Customer Job 1 Contract is for the timeframe **prior to 11/01/2009**	Company Name	
	Job Site Address (Building Name, address, street, city, state and zip code)	
	Building Description: # of stories, height	
	Current Contact Person at the job site: Name, Title, Phone#, and if available email address	
	Job Type: Mark☑ all that apply	Electric Shock System ☐ Spikes ☐ Spiders ☐ Netting ☐
	Type of Lift used for this Job: Mark☑ all that apply	Boom ☐ Scissor ☐
	Invoice Value (must be over $1,000.00)	$
	Copy of a **signed PO, Contract or Authorization to Proceed Document** with pages containing customer company name, job type, date and value. Complete contract copy is not required. A quote or estimate without customer's signature is not considered as a **signed PO or Contract.**	For the information provided above, attached to this Offer Agreement is the following ☑ all that apply: Purchase Order (PO) ☐ Contract ☐ Authorization to Proceed ☐ Other Verifiable Document ☐

		FILL IN WITH APPROPRIATE INFORMATION OR☑
Customer Job 2 Contract is for the **timeframe between 2013 and 2014**	Company Name	
	Job Site Address (Building Name, address, street, city, state and zip code)	
	Building Description: # of stories, height	
	Current Contact Person at the job site: Name, Title, Phone#, and if available email address	
	Job Type: Mark☑ all that apply	Electric Shock System ☐ Spikes ☐ Spiders ☐ Netting ☐
	Type of Lift used for this Job: Mark☑ all that apply	Boom ☐ Scissor ☐
	Invoice Value (must be over $1,000.00)	$
	Copy of a **signed PO, Contract or Authorization to Proceed Document** with pages containing customer company name, job type, date and value. Complete contract copy is not required. A quote or estimate without customer's signature is not considered as a **signed PO or Contract.**	For the information provided above, attached to this Offer Agreement is the following ☑ all that apply: Purchase Order (PO) ☐ Contract ☐ Authorization to Proceed ☐ Other Verifiable Document ☐

		FILL IN WITH APPROPRIATE INFORMATION OR☑
Customer Job 3 Any Time Frame (Date)	Company Name	
	Job Site Address (Building Name, address, street, city, state and zip code)	
	Building Description: # of stories, height	
	Current Contact Person at the job site: Name, Title, Phone#, and if available email address	
	Job Type: Mark☑ all that apply	Electric Shock System ☐ Spikes ☐ Spiders ☐ Netting ☐
	Type of Lift used for this Job: Mark☑ all that apply	Boom ☐ Scissor ☐
	Invoice Value (must be over $1,000.00)	$
	Copy of a **signed PO, Contract or Authorization to Proceed Document** with pages containing customer company name, job type, date and value. Complete contract copy is not required. A quote or estimate without customer's signature is not considered as a **signed PO or Contract.**	For the information provided above, attached to this Offer Agreement is the following ☑ all that apply: Purchase Order (PO) ☐ Contract ☐ Authorization to Proceed ☐ Other Verifiable Document ☐

4	MINIMUM QUALIFICATION	CHECK ☑ appropriate response and provide the requested information certifying agreement with the requirement.
	ELECTRICAL SHOCK SYSTEM EXPERIENCE CONTRACTOR must have experience in the service of electrical shock systems for pigeon and nuisance bird control to include: Installation or Repair or Preventative Maintenance Please site 3 Customer Job examples. The examples may include jobs used to satisfy the requirement of MQ #3. **PLEASE PROVIDE THE FOLLOWING IN the CHART BELOW.**	In the space provided for Customer Jobs 1, 2 and 3 (below), all information has been filled in with the appropriate response and attached is the required supporting documentation. ☐ **Yes** ☐ **No**

Minimum Qualification #4 Required Information:

		FILL IN WITH APPROPRIATE INFORMATION OR☑
Customer Job 1 Any Time Frame (Date)	Company Name	
	Job Site Address (Building Name, address, street, city, state and zip code)	
	Building Description: # of stories, height	
	Current Contact Person at the job site: Name, Title, Phone#, and if available email address	
	Job Type: Mark☑ all that apply	Installation ☐ Repair ☐ Preventative Maintenance ☐
	Copy of a **signed PO, Contract or Authorization to Proceed Document** with pages containing customer company name, job type, date and value. Complete contract copy is not required. A quote or estimate without customer's signature is not considered as a **signed PO or Contract.**	For the information provided above, attached to this Offer Agreement is the following ☑ all that apply: Purchase Order (PO) ☐ Contract ☐ Authorization to Proceed ☐ Other Verifiable Document ☐

		FILL IN WITH APPROPRIATE INFORMATION OR☑
Customer Job 2 Any Time Frame (Date)	Company Name	
	Job Site Address (Building Name, address, street, city, state and zip code)	
	Building Description: # of stories, height	
	Current Contact Person at the job site: Name, Title, Phone#, and if available email address	
	Job Type: Mark☑ all that apply	Installation ☐ Repair ☐ Preventative Maintenance ☐
	Copy of a **signed PO, Contract or Authorization to Proceed Document** with pages containing customer company name, job type, date and value. Complete contract copy is not required. A quote or estimate without customer's signature is not considered as a **signed PO or Contract.**	For the information provided above, attached to this Offer Agreement is the following ☑ all that apply: Purchase Order (PO) ☐ Contract ☐ Authorization to Proceed ☐ Other Verifiable Document ☐

		FILL IN WITH APPROPRIATE INFORMATION OR☑
Customer Job 3 Any Time Frame (Date)	Company Name	
	Job Site Address (Building Name, address, street, city, state and zip code)	
	Building Description: # of stories, height	
	Current Contact Person at the job site: Name, Title, Phone#, and if available email address	
	Job Type: Mark☑ all that apply	Installation ☐ Repair ☐ Preventative Maintenance ☐
	Copy of a **signed PO, Contract or Authorization to Proceed Document** with pages containing customer company name, job type, date and value. Complete contract copy is not required. A quote or estimate without customer's signature is not considered as a **signed PO or Contract.**	For the information provided above, attached to this Offer Agreement is the following ☑ all that apply: Purchase Order (PO) ☐ Contract ☐ Authorization to Proceed ☐ Other Verifiable Document ☐

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4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:
All goods and services shall conform to the Invitation For Bids, Offer Agreement and Standard Terms and Conditions as modified or added to by **Exhibit A: Scope of Services**.

5. OFFER ACCEPTANCE AND ORDER RELEASES:
Offer(s) will be accepted and executed by the COUNTY by issue of a Master Agreement (MA) and effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

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

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

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

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

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

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

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

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

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section II.B.4 defines the County's practice regarding discounts for early payment. CONTRACTOR hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten calendar days. CONTRACTOR shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) or Delivery Order Maximo (DOM) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this agreement, the CONTRACTOR may offer early payment discounts that exceed this Standard Early Payment Discount.

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

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

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

Unless otherwise stipulated by this agreement or the COUNTY's order, all pricing shall be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or accepted *Order* for services or products and all freight cost shall be included in the offered Unit Price.

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

Price Warranty: CONTRACTOR shall give COUNTY benefit of any price reduction before actual time of shipment. CONTRACTOR agrees that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Price Escalation: It is agreed that all Unit Prices include compensation for the CONTRACTOR to implement and actively conduct cost and price control activities. It is the intention of both parties that pricing shall remain firm during the initial year of the agreement and that the parties intend to consider price increases no more frequently than once per year. **CONTRACTOR shall submit a *written request* to COUNTY that includes supporting documents justifying requested increases at least *90 days prior to the desired implementation date*; CONTRACTOR shall provide evidence, cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Seller has taken to control and reduce those and other costs to avoid the need to increase prices.** COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. COUNTY reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. 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 shall not be responsible for CONTRACTOR inventory or order commitment.

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

UNIT PRICES: see Exhibit B: Unit Prices (Net 30 day Payment Terms)

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

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

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

Delivery locations: Pima County, Arizona

CONTRACTOR guarantees delivery of product or service is in compliance with this Agreement. If required to satisfy the guaranteed delivery interval CONTRACTOR will utilize premium freight method at no additional cost to the COUNTY.

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

10. OTHER DOCUMENTS
CONTRACTOR and COUNTY in entering into this Agreement have relied upon information provided or referenced by Pima County Solicitation No. 160677 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 CONTRACTOR Minimum Qualifications and on other information and documents submitted by the CONRACTOR in its response to the COUNTY's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

   - General Aggregate $1,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Each Occurrence $1,000,000
   - Blanket Contractual Liability – Written and Oral $1,000,000
   - Personal and Advertising Injury $ 500,000
   - Damage to Rented Premises $ 500,000

   a. The policy shall be endorsed to include the following additional insured language: ***"Pima County shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR."*** Such additional insured shall be covered to the full limits of liability purchased by the CONTRACTOR, even if those limits of liability are in excess of those required by this Contract.

   b. Policy shall contain a waiver of subrogation endorsement in favor of Pima County, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONTRACTOR.

2. **Business Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

   - Combined Single Limit (CSL) $1,000,000

     a. The policy shall be endorsed to include the following additional insured language: ***"Pima County shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the CONTRACTOR."*** Such additional insured shall be covered to the full limits of liability purchased by the CONTRACTOR, even if those limits of liability are in excess of those required by this Contract.

     b. Policy shall contain a waiver of subrogation endorsement in favor of the Pima County, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONTRACTOR.

     c. Policy shall contain a severability of interest provision.

3. **Worker's Compensation and Employers' Liability**
   - Workers' Compensation Statutory
   - Employers' Liability

Each Accident	$500,000
Disease – Each Employee	$500,000
Disease – Policy Limit	$500,000

     a. Policy shall contain a waiver of subrogation endorsement in favor of Pima County, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONTRACTOR.

     b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

1. The CONTRACTOR's policies shall stipulate that the insurance afforded the CONTRACTOR shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or Pima County shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Coverage provided by the CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION**: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the Pima County. Such notice shall be sent directly to **the Procurement Department** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS**: CONRACTOR's insurance shall be placed with companies duly licensed in Pima County or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the Pima County. Pima County in no way warrants that the above-required minimum insurer rating is sufficient to protect CONTRACTOR from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE**: CONRACTOR shall furnish Pima County with certificates of insurance (ACORD form or equivalent approved by Pima County) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

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

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

F. **APPROVAL**: Any modification or variation from the *insurance requirements* in this Contract shall be made by Pima County Risk Management Division and 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:
Supplier acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:
Is your firm SBE certified as defined by the solicitations '*Instruction To Bidders*"? Yes ☐ No ☐ (Select one)

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

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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:

ADDRESS: _____

CITY, STATE, ZIP: _____

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the CONTRACTOR to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. CONTRACTOR's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that shall require 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 SUPPLIER REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

APPROVED AS TO FORM

_____
Deputy County Attorney

EXHIBIT A – SCOPE OF SERVICES

General Information:
Provide and install a non-lethal bird control system whereby birds are encouraged to vacate selected areas by presenting them with non-lethal electric shocks, netting, pikes, spiders and other devices when they intrude upon the protected areas.

Related work to be provided by COUNTY:
Electrical outlet(s) will be provided by COUNTY in location(s) indicated by CONTRACTOR. The outlet(s) will be standard rated, 120v-20A-60Hz, with weatherproof devices where needed.

General Requirements:

1) 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 no smaller than 8.5 inches by 11 inches will be acceptable.

2) CONTRACTOR's personnel shall be designated by an easily identifiable company shirt or badge worn at all times personnel are on-site.

3) In the performance of this contract, the CONTRACTOR shall comply with all applicable Federal, State and local laws governing safety and health to include OSHA standards and contractor's safety program. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines to be reasonably necessary to protect the life and health of employees on the job and the safety of other employees working at the location and to protect property in connection with the performance of the work covered by the contract.

4) Pima County is not responsible for theft or damage to CONTRACTOR's property.

5) 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.

6) CONTRACTOR must provide all their own equipment and/or tools to perform the necessary inspections/repairs at no additional cost to COUNTY. Equipment used in the execution of this contract shall comply with all applicable local, state, and federal laws. All vehicles must be maintained in good repair at all times. Equipment failures that affect safe operation are to be corrected prior to use.

7) CONTRACTOR must comply with Pima County Administrative Procedure 30-5 Lockout/Tagout (attached) at all times.

8) CONTRACTOR shall be responsible for the safety of their employees at all times and employees are to be properly supervised.

9) CONTRACTOR shall follow the following check-in and check-out procedures while working at the Pima County Regional Wastewater Reclamation Department (RWRD) sites:

   CONTRACTOR's employees are required to sign in with the PCRWRD Plan Site Administration Office and report to the RWRD employee designated representative. CONTRACTOR must wear a Visitor ID pass at all times while on plant site, and return the visitor ID pass at the end of each day to RWRD Plant Site Administration Office.

   Upon leaving the plant site the CONTRACTOR's employees must check out with the RWRD designated representative and leave a copy of work ticket(s).

10) CONTRACTOR is responsible for obtaining security clearances from the COUNTY Sheriff's Department for all its employees who will be working in sensitive areas. COUNTY reserves the right to change the restricted areas as the Facilities Management Department may dictate. The CONTRACTOR grants the rights to the Sheriff's Department to conduct background checks of all employees entering the sensitive facilities. The background checks will be conducted prior to any employee entering to work and will be based upon information provided to the Sheriff's Department including, but not limited to: name, address, date and place of birth, social security number, copy of INS documents, if applicable, and a copy of an official photo identification.

The information will be provided to the Facilities Management Department at least three (3) business days (excluding weekends and holidays) in advance of the need for access. The security check will be conducted by a designated Sheriff's Department representative. COUNTY may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:

- conviction of a felony
- conviction of a misdemeanor (not including traffic or parking violation)
- any outstanding warrants (including traffic and parking violations)
- a person currently on parole or probation
- a person currently involved in an investigation

Employees working within the confines of any jail facility will need to sign in at the front entry of each of the facilities and be escorted inside by a sheriff or Pima County Maintenance personnel. Tools and equipment must be closely watched while inside these facilities and no tool or piece of equipment can be left behind.

11) CONTRACTOR is to provide COUNTY with two contacts, Project Manager and Alternate Project Manager. These two contacts are to be the primary and secondary contacts for all contractual issues. One of the contacts must be able to return phone calls within two hours on any COUNTY work day during regular business hours, 8 am to 5 pm, M-F.

Quality Assurance:
Some installations may require a review of architectural drawings to determine the best method. CONTRACTOR is invited to request this from the COUNTY Facilities Management during the regular business hours.

All items furnished and installed under this Agreement shall display an approval rating by the underwriter laboratories (UL); be in conformance with current Occupational Safety and Health Act (OSHA) Standards applicable to this system; and installed in accordance with the requirements of the latest editions of the Uniform Building Code (UBC) and the National Electrical Code (NEC).

Submittals:
Provide manufacturer's product data information which includes all materials and manufacturing specifications, and conformance to applicable standards.

Provide manufacturer's recommendations for product installation.

Warranty and Maintenance:
CONTRACTOR shall warranty and maintain all system components and labor for installation, against defects in material, workmanship and bird prevention for a period of five (5) years from the date of acceptance of the installation by COUNTY. Any subsequent work and corrections for warranty will be done free of charge in order to maintain the system in accordance with OEM standards for intended use and purpose. Under no circumstances will CONTRACTOR charge a labor or material fee for systems under Warranty.

Approved Manufacturers:
Subject to compliance with requirements, CONTRACTOR offering electronic bird control systems which may be incorporated in the Work, include, but are not limited to, Avian Flyaway or comparable systems approved by the COUNTY Facilities Management Department.

Training:
CONTRACTOR shall take all necessary operational and safety precautions during the performance of services to prevent accidents. CONTRACTOR shall ensure that all employees are properly trained to operate all equipment used in the operation. In particular, anyone operating or working from a boom or scissor lift shall have attended and passed a certification course.

Materials:
All materials and equipment shall be new and comply with applicable standards particular to each piece of equipment or component used. All materials and equipment shall be priced and supplied with all hardware required for proper installation and system operation. All multiple components required for the project shall be manufactured by the same manufacturer for uniformity of installation, maintenance, appearance and operation. All material and equipment components which are factory pre-wired shall conform to all applicable codes and laws and shall bear the Underwriter's

Laboratory (UL) rating certificate. The CONTRACTOR will provide MSDS sheets for any chemicals in use during projects.

For electrical shock systems, this “behavior modification” type of system, must deliver minute pulses of electrical energy to exposed wires strung throughout the protected areas by means of a variable pulse generator which controls the frequency and level of the pulses from a central control panel. The system must be non-lethal, so that the birds are presented with a punishment signal, but not so stunned that they cannot react by vacating these areas.

The following component specifications and model numbers are derived from components manufactured and provided by Avian Flyaway Systems. These specifications, however, are not intended, nor should be interpreted as being proprietary. Other manufacturers of similar products are invited to propose similar products that can demonstrate substantial conformance to the following component performance specifications:

1) DIRECT CURRENT DC WIRED POWER SUPPLY: Model CEP-O11 (or EQUAL) - Operates on low voltage and at very low power consumption. The outpost consists of a very narrow limited current, with energy pulses adjustable to several thousand volts. Power Input – 2-14 VDC; Power Consumption = 350 mW; Housing = NEMA 12, 6” x 4” x 4”; Peak Voltage Output = adjustable to 8 kV; Pulse Width = < 2.0 milliseconds; Pulse Frequency = adjustable from 1 cps to >11 cps. Requires 120VAC – 20 A – 60 MHz power adaptor such as the Flyaway CEP-011PA or equivalent for each generator location. Line voltage outlet shall be provided by COUNTY.

   1a) SOLAR PULSE GENERATOR: Model BS-CS30 (or EQUAL) - Operates on low voltage and at very low power consumption. Connectors on bottom with on/off switch, Input 12Vdc, output max 8.6kV +/- 10%, output pulse width at 500 Ohms: 25uS, output at 500 Ohms 4.0kV, 0.14j, intended to power up to 500 ft of track, or equivalent for each generator location.

2) HIGH VOLTAGE CABLE: Shall be #18 gauge SJTO stranded copper conductors.

3) INSULATED GROUND WIRE: Shall be #18 gauge MTW.

4) WIRE FIELD: Shall be a pair of hand drawn 316 high tensile strength stainless steel conductors, .045” diameter.

5) CONTROLLER BOX CABINET: Controller(s) shall be housed in a weatherproof cabinet(s), NEMA 12, sized accordingly, with illuminated status indicators to signify the readiness of the system.

6) INSULATORS: Shall be vitreous glazed impervious body units of a color to help mask their use on the building. The units shall absorb <0.02% water by weight, and shall have a dielectric constant of +6.3 at 1 Mhz. AFI Lexan insulators of trussed chear Lexan with a 1/4” mounting slot and four (4) precision drilled holes to accept the wire field may be substituted for the vitreous glazed units specified above. The drilled holes must be one inch (1”) apart.

7) FASTENERS: Shall be best quality possible, galvanized.

8) TENSIONING DEVICES: Manual type tensioning devices shall be used for free spans of wire. Each device shall be corrosion resistant and provide a take-up mechanism capable of 1% field adjustment.

9) WARNING DECALS: Warning decals shall be applied to all windows where electrified wires are installed outside of the window. Decals must be readable by staff and maintenance personnel both from within the building, as well as from the exterior.

10) FLAT MAT SHOCK TRACK: When used, shall be of the equivalent type and quality as the Bird B Gone Bird Jolt Flat Track.

11) TRANSFORMER(S): All transformers must have an on/off switch.

12) NETTING: Netting must be UV protected and come with 10 year material system guarantee, 5 year guarantee on the installation. All hardware must be rust and heat resistant, galvanized clips are acceptable. Netting must be applied so it is taut and does not sag. Clips and other attachments to the building should hold in place in all weather conditions for 5 years. Any attachments to buildings should not damage the surface or cause leaking. No exploratory holes or additional penetrations should be made without County approval. Any damage to structure by vendor during the hanging of nets is the responsibility of the vendor to repair to condition prior to work starting. As a part of installation guarantee no live birds should penetrate to the interior of the netting for five years. Any zippered or Velcro openings in netting should remain operational for five years.

13) SPIKES: Spikes must be made of steel, a polycarbonate base is acceptable, the size and width to be appropriate to the job, installed with weather proof adhesive.

14) SPIDERS: Spiders must be made of durable material, have a swivel base and ends that do not tangle, installed with weather proof adhesive.

15) LIVE TRAPPING: Live trapping should be done in compliance with Federal, State, and Local laws. Birds will be relocated or disposed of in a humane manner. Set Traps will be checked every 48 hours. A weekly report will be given to the Pima County Facilities Contract Coordinator during trapping, report to include number of traps onsite, number and dates of visits and for what purpose, number of captured birds.

Parts Inventory:
CONTRACTOR must maintain a sufficient parts inventory for all components of the system *for a delivery time agreed upon between COUNTY and CONTRACTOR.*

Installation:
Each system shall be custom designed to prevent the nesting and roosting of pest birds in the areas identified during the course of the agreement. Each installation will be warrantied for five (5) years from the date of installation acceptance by COUNTY.

CONTRACTOR will provide complete shop drawing and technical specifications necessary to treat the designated areas for review and approval by the COUNTY ***prior*** to fabrication and installation of the system.

The system shall be engineered to serve a useful life as per warranty, with as little maintenance as possible. The system shall be designed to operate effectively in both exposed and enclosed areas of the buildings, without regard for normal climate conditions common to this locale.

Installation of the system components shall be performed by capable personnel, in a neat and professional manner. The components shall be affixed to the structures in such a manner as to be as inconspicuous as possible, and to least impact the aesthetic appearance of the structures and without damage to property.

Repairs for Out of Warranty/Maintenance Systems:
Repairs or improvements performed to any out of warranty/maintenance system shall be billed as “time and materials”. Labor will be provided during COUNTY work day at regular business hours, 8 am to 5 pm, M-F. A written estimate for each repair or improvement must be submitted to and approved by the COUNTY Facilities Management Department ***prior to*** work being performed. This estimate must include a listing of the proposed materials to be used.

Cleaning:
Prior to the installation of the system, the CONTRACTOR will clean, disinfect, and remove dirt, excess adhesive or other surface blemishes, using neutral type cleaners as recommended by product manufacturer. Cleaning shall include use of surface disinfectant and bactericide to neutralize bird waste. CONTRACTOR will properly dispose such materials in accordance with any federal, state, county, city regulations.

After completion of installation, the CONTRACTOR will thoroughly clean surfaces, floors, fixtures and furnishings from any dirt, excess materials (e.g.: wire, insulators etc.) caused by the installation of the system. Items must be disposed of properly. CONTRACTOR is not permitted to use Pima County dumpsters.

In the event that special cleaning services, separate from the cleaning services above, may be deemed necessary by the COUNTY during an agreed installation project, the CONTRACTOR may be requested to perform the additional or special cleaning. The CONTRACTOR will be reimbursed by the COUNTY on the basis of the hourly labor rate specified by the CONTRACTOR in Offer Agreement Section 7, Compensation and Payment, UNIT PRICES (Net 30 day Payment Terms).

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

☐ Waste prevention/reduction or material recycling/reuse?

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

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

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

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

END OF EXHIBIT A

EXHIBIT B: UNIT PRICES (Net 30 Day Payment Terms)

(This is for illustration purposes. Please complete the attached Microsoft Excel Spreadsheet with no password protection.)

ITEM #	ITEM NAME Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE$	EXTENDED AMOUNT$
1	Electrical System (Wire) installed new system	1,000	LF		$0.00
2	Electrical System track installed new system	1,000	LF		$0.00
3	Direct Current DC wired Power Supply	1	EA		$0.00
4	Solar Pulse Generator for wire or track installed with battery new system	1	EA		$0.00
5	Labor Repair Rate, 8 am-5 pm , M-F, excluding Pima County Holidays Out of Warranty Repairs or Maintenance	250	HR		$0.00
6	Labor Cleaning Rate, 8 am-5 pm, M-F, excluding Pima County Holidays Out of Warranty Repairs or Maintenance	250	HR		$0.00
7	¾ Inch Black Netting installed	16,000	SQ FT		$0.00
8	2 Inch Black Netting installed	6,000	SQ FT		$0.00
9	Steel Spikes including all parts. Installed** Poly carbonate base allowed	1500	LF		$0.00
10	4 ft Spiders – installed	50	EA		$0.00
11	8 ft Spiders – installed	50	EA		$0.00
12	Live Trapping (Traps checked every 48 hours)	360	DAY		$0.00
13	Minimum Charge for new installation, repair or preventative maintenance service	5	EA		$0.00
14	Material Discount Percentage from Manufacturer List Price for Non-Warranty/Maintenance Parts: _____% Off MSRP (**please fill in the blank & enter your discounted amount in the Extended Amount#**) For example, if it is 20% Off MSRP, the **Extended Amount$** would be 5,000.00 x 0.80 = 4,000.00.	1	LOT based on $5,000.00		$
15	Access Equipment Rental shall be pass-through invoicing. A copy of actual rental bill must be accompanied with invoice.	1	LOT		$22,000.00
	FOB Destination/Unloaded; Cost of freight should be included in Unit Price. **TOTAL BID$ = Line #1 through Line #15** **Although taxes will be paid IF applicable do NOT include sales tax in unit price.**			**TOTAL BID$**	**$00,000.00**

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

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

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

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

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

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

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

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

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

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

9. QUANTITY:
The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and no guarantee regarding actual usage is provided.

10. PACKING:

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements.

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

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

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

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

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

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

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

15. PAYMENT TERMS:
Payment terms are net 30, unless otherwise specified by the agreement documents.

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

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

In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply

shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

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

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

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

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

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

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

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

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

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

26. NON-DISCRIMINATION:
CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:
Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than payment for services or goods that have already been received.

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

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

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

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

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

said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

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

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

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

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

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

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

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

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

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

39. FULL AND COMPLETE PERFORMANCE:
The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the

part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

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

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

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

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

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

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

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

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

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

END OF *PIMA COUNTY STANDARD TERMS AND CONDITIONS*