Pima County Health Department
Request for Proposals (RFP)
Title: Colposcopy Provider & Medical Consultant
Program Year: 2015-16
RFP Solicitation No: PCHD-CSD-FP-05-2015-COLPO

RELEASE DATE: Thursday, May 21, 2015 at 10:00 a.m. (M.S.T)
DUE DATE: Thursday, June 11, 2015 at 4:00 p.m. (M.S.T.)
No late, submissions, modifications, or revisions will be accepted. Submit application via email, fax or in a sealed envelope marked with Solicitation number, title, due date, time and respondent's name clearly marked on the outside to Pima County Health Department at:

Abrams Health Center 3950 S. Country Club Rd, 3RD Floor Tucson, AZ 85714 Attn: Erica Smith	Fax to: (520) 724-9777	Email to: esmith@pima.gov

QUESTIONS: May be directed to Erica Smith (esmith@pima.gov) at (520) 724-7894.

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

Pima County Health Department (PCHD), Clinical Services Division is requesting proposals from any private for-profit business entity, private non-profit corporation, public entity, or individual who may submit their applications under this RFP. Contract period shall be July 1, 2015 to June 30, 2016. County reserves the right to extend contract(s) for up to four (4) one-year periods. County expects to award Unit Cost contract for under $35,000.00.

GENERAL DESCRIPTION: This is an invitation to bid to provide the following services for Pima County Health Department's Clinical Services Division: Provide medical and consultant services for the Family Planning and Colposcopy Programs.

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

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

Beginning Thursday, May 21, 2015 at 10:00 a.m. (M.S.T.), Proposers may pick up a copy of the RFP, Monday through Friday, excluding legal holidays, from 8:00 a.m. to 5:00 p.m. MST, at the address indicated above, may request a copy from the contact person indicated above, or download a full copy of this solicitation at http://webcms.pima.gov/government/health_department/. Proposers are responsible for checking this website for any addenda to the RFP and are required to read the entire Solicitation, including all referenced documents.

Publish Dates: The Territorial: May 21, 22, 26, and 27, 2015

INSTRUCTIONS TO PROPOSERS

A. BACKGROUND

Pima County's Clinical Services Division provides high quality, culturally competent reproductive health and family planning services to individuals within Pima County. The Family Planning Program provides birth control education, counseling and methods, reproductive health exams, testing and treatment for sexually transmitted diseases and community outreach and education. The Colposcopy Program offers specialized procedures for women with abnormal pap tests. These services are offered at various sites throughout Pima County.

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity contract to provide Pima County ("County") with services to be provided to County residents. County shall issue payments pursuant to a resulting executed and effective contract. As defined by the attached Pima County Standard terms and Conditions (STC) this agreement is non-exclusive and may be terminated for any reason without penalty or cost to Pima County.

The County reserves the right to make multiple awards to accommodate County requirements.

B. INTENT

1. SCOPE

   Providers working with Pima County Health Department Clinical Services Division will work with uninsured populations, providing family planning, colposcopy services women's health care and on-going consultant support and education.

   ACTIVITY 1:
   Provide high-quality medical services in Pima County Health Department's Colposcopy Clinic.

   a. Service Delivery Methodology:

      (1) The Contractor shall provide medical services on scheduled colposcopy clinics, typically held two times a month from 8:00am to 12:00pm. Additional colposcopy clinics may be convened per mutual agreement and based on the needs of the Program. All services shall be delivered according to "American Society for Colposcopy and Cervical Pathology (ASCCP)" Guidelines.

      (2) The Contractor shall assist in the development and implementation of a Quality Assurance Program for the Colposcopy program that is consistent with ASCCP Guidelines.

      (3) The Contractor shall assist in creating a Referral Network for patients who need additional care outside of Pima County Health Department.

      (4) The Contractor shall act as the lead consultant for clinician's regarding follow-up, case management, clinical guidelines and service delivery and methodology.

      (5) The Contractor shall attend monthly scheduled Clinician meetings.

(6) The Contractor shall conduct quarterly chart audits, make recommendations (corrective actions needed) and provide feedback as needed.

ACTIVITY 2:
Act as the Medical Consultant for the Pima County Health Departments' Family Planning Program.
These duties shall include but may not be limited to the following activities:

a. Service Delivery Methodology:

(1) The Contractor shall write, review and/or update procedures, protocols, and standing orders in adherence to Title X requirements, Pima County Policies and Procedures and ASCCP guidelines.

(2) The Contractor shall review operational activities of Clinicians at least once during the contract term, providing feedback and corrective action recommendations as needed.

(3) The Contractor shall be available for consultation on an as needed basis.

ACTIVITY 3:
Provide high-quality medical services of an emergent nature.

a. Service Delivery Methodology:

(1) The Contractor agrees to accept and provide services for appropriate referrals received and approved by the COUNTY that are of an emergent nature, CONTRACTOR will work within his/her own professional network to assure needed services are provided in a timely manner.

(2) The Contractor will alert COUNTY of negotiated fees related to emergent services and obtain approval prior to providing service. CONTRACTOR will bill COUNTY accordingly.

(3) The Contractor shall be available for consultation on an as needed basis.

The above activities are subject to budgetary limitations and regulation. COUNTY will provide and maintain the equipment and facilities, and furnish supplies and personnel necessary to perform the duties set forth in a satisfactory manner.

2. PAYMENT

a. Rate of Pay
COUNTY shall reimburse CONTRACTOR for services pursuant to this agreement in the amount of Five Hundred Dollars ($500.00) per colposcopy clinic session, Ten Thousand Dollars for emergent services ($10,000) and a flat consultant fee of One Thousand Dollars ($1000.00) per month.

b. Invoice for Payment
   Invoices are to be submitted on a monthly basis and are due on the 5th of the month for the previous month's services.

3. QUALIFICATIONS
   a. Experience providing Family Planning , Colposcopy and related services
   b. Women's Health Care Provider
   c. Completed accredited OB/GYN Residency Program
   d. Documented Professional Collaborations that will assist in the provision of colposcopy and related services as needed
   e. All physicians (medical doctor, [M.D.] or doctor of osteopathic medicine, [D.O.]) providing services under this contract shall be currently licensed under the provisions of the Arizona Revised Statutes, Title 32, Chapter 13 or 17. All other personnel providing services shall be registered, licensed or board certified in Arizona in their respective field, as applicable. Provide a copy of current Arizona Professional License(s).

C. PREPARATION AND SUBMISSION OF PROPOSALS

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 in this solicitation. Proposers are cautioned and advised that proposals must be complete and accurate and must respond to all areas of the RFP and must comply with the Pima County Solicitation Standard Terms and Conditions (Attachment C).

Proposers are to complete, execute and submit the required information. **Submit and attach ONLY what is requested**. Please prepare and submit your proposal as requested below:

1. Legible handwriting or use a 12 point font and one inch margins.
2. Proposal shall be setup as follows:
   a. Section A: Cover Page, complete ATTACHMENT A, use as the cover sheet of your proposal.
   b. Section B: Proposer Response, see ATTACHMENT B
3. Submit one (1) original and three (3) copies of the entire application and sections.
4. Each copy should be stapled at the top left corner.
5. Submitted in a sealed envelope or package, marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the time/date specified by the *RFP.*
6. Obtain a receipt with the date and time of proposal submitted from the Pima County receptionist.

Proposals must be received and time stamped at the location on or before the time and date as defined by the *RFP*. Proposals and modifications received after the *Due In & Opens* date and time will not be accepted. Late proposals will not be accepted, or will be returned unopened. Deadlines will be enforced fully, and failure to comply with any requirements of this RFP may result in the Proposer deemed as *non-responsive*.

Failure to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may be cause for the Proposer's proposal to be rejected as *non-responsive* and not evaluated.

D. EVALUATION AND AWARD CRITERIA

Pima County shall evaluate proposals according to the following evaluation criteria:

Evaluation Criteria	Maximum Points
1. Scope/Experience	50 points
2. Credentials/Professional Collaboration	25 points
3. Availability	15 points
4. Agreement to adhere to ASCCP Guidelines	10 points
TOTAL POSSIBLE POINTS	100 points

An evaluation committee will assign points to each proposal submitted on the basis of the above evaluation criteria, unless otherwise indicated.

E. PROPOSALS OPENING SELECTION PROCESS

Proposals will be publicly opened and Proposers names will be read on the date and at the location defined in the Request for Proposals (RFP). All interested parties are invited to attend but is not mandatory.

F. AWARD NOTICES

A *Notice of Recommendation for Award* will be posted on the Pima County Health Department website. A tabulation of responses will be maintained and available for review by interested parties at the Pima County Health Department. **Funding, if awarded, is contingent upon the information provided in this application.** Pima County reserves the right to withdraw funding if significant changes are made to the scope of work, key staff or other elements of the application.

G. PROTESTS

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

H. AWARD PROCESS

1. Selections for service will be made by a committee of Health Department staff and shall be based on the total score from individual ranking sheets.
2. Recommendations by the committee of Health Department will be forwarded to the Pima County Board of Supervisors for final approval. Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. Pima County reserves the right:
    a. To reject any 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.
    b. To award on the basis of scoring points and other factors, including but not limited to such factors as delivery time, quality, uniformity of services, suitability for the intended task, and Proposer's ability to perform.
    c. To award monies from Federal, State and local programs to contractors receiving funding under this RFP.

d. To make no award.
e. To reject the proposal of any persons or corporations that have previously defaulted on any contract with Pima County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in Pima County Code section 11.32.
f. Negotiate necessary adjustments in proposed funding levels and program activities in order to meet available budget.
g. Request a Best and Final Offer from Proposers as described in Section J, below of this RFP.
h. To re-advertise for proposals previously rejected.

I. PROCUREMENT PROCESS

Contracts for funding awarded under this RFP shall be executed between the applicant and Pima County. Contracts shall be FFS, "not-to-exceed" contracts. The Pima County procurement process complies with applicable State and Federal requirements, and incorporates Pima County Solicitation Standard Terms and Conditions (Attachment C).

J. CONTRACT REQUIREMENT

Selected Proposers may be required at the time of contracting to submit one or more of the following certifications:

1. Complete and submit a W-9 Tax Identification, may be downloaded at http://www.irs.gov/pub/irs-pdf/fw9.pdf.
2. Must Register with Pima County as a Vendor, see Section O or visit http://www.pima.gov/procure/venreg.htm.
3. Applicable certifications, accreditations and licenses, as applicable.
4. Certificate of Insurance with Pima County named as "Additional Insured" with the following coverage:
   a. Commercial General Liability in the amount of $2,000,000.00 (if Pima County General Funds only $1,000,000.00 is required) combined single limit Bodily Injury and Property Damage. The policy shall be endorsed to include coverage for sexual abuse and molestation;
   b. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage;
   c. If this Contract involves professional services, professional liability insurance in the amount of $1,000,000.00; and,
   d. If required by law, workers' compensation coverage including employees' liability coverage.
5. Health Insurance Portability And Accountability Act (HIPAA) Compliance and Business Associate Agreement:

   The parties acknowledge that COUNTY'S Health Department programs are a "covered entity" as defined in 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and will be required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. The Act requires protection of individually identifiable health information or PHI (as defined by HIPAA) to

CONTRACTOR as a Business Associate (as defined by HIPAA), the Business Associate Agreement will set forth as an Appendix to the Contract issued to the Vendor recommended an award.

6. Articles of Incorporation, if applicable
7. List of Board of Directors, if applicable
8. Most recent audit opinion, if applicable
9. Debarment and Suspension pursuant to 29 CFR Part 98: Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. Drug Free Workplace Act of 1988 Certificate, pursuant to 29 CFR Part 98, Subpart F: Contractor certifies that it provides a drug-free workplace, and neither it nor its employees engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
11. Lobbying Certification pursuant to 29 CFR Part 93: Contractor certifies that no federal funds have been paid or will be paid, by or on behalf of the contractor to any person or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement
12. Fingerprinting Clearance Cards, including but not limited to A.R.S. § 46-141, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
13. Background Checks for Employment including but not limited to A.R.S. § 8-804, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
14. Federal Nondiscrimination and Equal Opportunity Requirements Certificate
15. Federal Fair Labor Standards Act Assurances
16. Federal Americans with Disabilities Act Assurances

K. BEST AND FINAL OFFER

County reserves the right to request additional information and/or clarification with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that discussions are held and clarifications are requested, a written request for best and final offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If Proposers fail to respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

L. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful Proposer by issue of a contract. The Proposer agrees to establish, monitor, and manage an effective administration process that assures compliance

with all requirements of the agreement. In particular, the Proposer agrees that they shall not provide goods or services in excess of the executed agreement items (services), item quantity, item amount, or agreement amount without prior written authorization by revision or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Proposer's own risk. Proposers shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Health Department within (1) one workday of the request. The report shall include the name of the requesting individual and the nature of the request.

M. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE (Professional Services Excluded)

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

For those proposals whose cost does not exceed $50,000.00 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 Total Price Proposed amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, Total Price Proposed or as negotiated. **To be eligible for the price preference, SBE firms must include with their proposal documents a copy of their current SBE certificate document** 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 Directory & Application forms listing of firms holding SBE Certification, is located at: http://www.pima.gov/procure/sbe/. The SBE Directory listing may be accessed at www.pima.gov/procure/sbe/SBEDir.pdf.

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at (520) 740-3296 for assistance or further information.

County reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive proposer whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation criteria set forth in this solicitation.

If an award is made, the County will enter into an agreement with the multiple Proposer(s) that submitted the highest scoring responsive and responsible offer(s) by executing and transmitting a Master Agreement or purchase order document that incorporates the Offer without further action by the Proposer. The County may conduct discussions with the Proposer to clarify the Offer and Agreement details provided that they do not substantially change the intent of the solicitation. Unless otherwise specified, relative ranking of proposal(s) will be made considering the average of total points given to each proposal by evaluators.

N. ACKNOWLEDGEMENT AND ACCEPTANCE

If Proposer's terms are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Proposer'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. Proposer's acceptance, delivery

or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

O. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the Proposer 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.

END OF INSTRUCTIONS TO PROPOSERS

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ATTACHMENT A – COVER PAGE

GENERAL APPLICANT INFORMATION	Solicitation #PCHD-FP-05-2015-COLPO
Legal name of the entity (or individual) submitting this application:	
Address:	
Contact person for this application (if different than above):	
Contact person telephone number:	Cell:
Contact person fax number:	
Contact person e-mail address:	
Legal Status of entity (individual, incorporated?)	
Last Audit (date)	
Has this entity ever claimed bankruptcy?	When?
Are you registered with Pima County as a vendor?	As SBE?
Optional Information: Pima County has a Small Business Enterprise Program (SBE). Please provide information as appropriate. Are you a Small Business?	
Credentials/certifications/accreditations/licenses:	
To the best of my knowledge and belief, all of the information in this application is true and correct. The document has been authorized by the governing body of the applicant and the applicant will comply with the attached assurances if funding is awarded.	
Typed name of Proposer:	
Proposer's Signature:	Date signed:

ATTACHMENT B: PROPOSER RESPONSE

A. SCOPE/EXPERIENCE **50 Points**

Please describe your experience providing family planning and colposcopy services including:

1. Experience working with uninsured populations and knowledge of ASCCP Guidelines,
2. Clinical experience providing colposcopy services and women's health care, and
3. Experience providing on-going consultant support and education.

If more space is required, continue on the next page or attach additional documentation.

B. AVAILABILITY **50 Points**

1. Which days of the week/hours are you available to provide consultant services? Please list availability (days/hours):

	MONDAY	TUESDAY	WEDNESDAY	THURDAY	FRIDAY
AM					
PM					

2. Is your clinic open during evenings and/or weekends?

   Yes _____ No _____

   Hour(s) ____ or Day(s) _____

3. Are you available to attend monthly clinician meetings every month as scheduled by COUNTY Yes _____ No _____

4. Comments:

C. PROFESSIONAL COLLABORATIONS/QUALIFICATIONS

Please list Professional Collaborations you have that will assist youin the provision of colposcopy and related services on an as needed basis

_____
_____
_____
_____
_____

1. In the space below please provide when and where you completed an accredited OB/GYN Residency Program

_____

2. All physicians (medical doctor, [M.D.] or doctor of osteopathic medicine, [D.O.]) providing services under this contract shall be currently licensed under the provisions of the Arizona Revised Statutes, Title 32, Chapter 13 or 17. All other personnel providing services shall be registered, licensed or board certified in Arizona in their respective field, as applicable. **Provide a copy of current Arizona Professional License(s).**

ATTACHMENT C: PIMA COUNTY STANDARD TERMS AND CONDITIONS (04/25/13)

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 Proposers during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:
Responses shall be evaluated to determine which response is most advantageous to the COUNTY considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, the Pima County (COUNTY) will enter into an agreement with the one or multiple respondent(s) that submitted the lowest bid(s) and 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 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 quantity herein specified. 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 Health Department website and available for review by interested parties. A tabulation of responses will be maintained at the Health 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 blanket contract, purchase order or contract revision or amendment as required by COUNTY Procurement Code except in conformity with acknowledged industry tolerances. 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. All packages shall bear the content(s) quantity, product identification, purchase order number, and destination address plainly marked in indelible ink on the exterior of each package.

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 contract 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 contract or purchase order, 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 bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY blanket contract, purchase order or contract. 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 by blanket contract purchase order or contract 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 blanket contract purchase order or contract. 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 blanket contract, purchase order or contract. 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 contracts 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 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 blanket contract, purchase order, contract or award, in whole or in part, at anytime, without penalty or recourse when in the best interests of the COUNTY, Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be promptly delivered to the COUNTY. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:
In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: blanket contract; purchase order; offer agreement or contract attached to a blanket contract or purchase order; 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 blanket contract, purchase order or contract 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 blanket contract, purchase order or contract, the signed offer of Respondent
and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding blanket contract, purchase order or contract, if all other requirements for execution have been met.

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

39. FULL AND COMPLETE PERFORMANCE:
The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the blanket contract, purchase order or contract 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