



**PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)**

Solicitation Number: 196398 Title: Fire Equip Inspection & Testing

**DUE IN AND OPENS: NOVEMBER 5, 2015 AT 3:00 P.M. MST**

**Submit Bid to:**

Pima County Procurement Department  
130 West Congress, 3rd Floor, DT-AB3-126  
Tucson, Arizona 85701

**Pre-Bid Conference: October 22, 2015 AT 1:00 PM.MST**

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 the Pima County with fire protection equipment inspections and testing per specifications called for herein in the estimated annual of \$46,000.00. SBE applies.

You may download a full copy of this solicitation at [www.pima.gov/procure/ifbrfp.htm](http://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 Tucson, 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, but strongly recommended 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Bids may not be withdrawn for 60 days after opening except as allowed by Pima County Procurement Code.

Bonds are not required.

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURES 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: John Nanosky. All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within eight (08) days of the solicitation *Due in and Opens Date* may not be answered.

Tel: (520) 724-8165 Fax: (520) 724-6513 email: [John.nanosky@pima.gov](mailto:John.nanosky@pima.gov)

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, DT-AB3-126; Tucson, AZ 85701

**VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.**

John Nanosky  
Commodity/Contracts Officer

**Publish: *The Territorial*: October 15, 16, 19, and 20, 2015..**

**INSTRUCTIONS TO BIDDERS**

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) Fire Alarm Equipment Inspections & Testing (19 pages)**

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.

**Contractor Minimum Qualifications:**

Contractor Minimum Qualifications are intended to establish the respondent'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. *Contractor 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:**

Respondents shall fully complete and sign article 7. *Compensation & Payment* and article 14. *Bid/Offer 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 seller 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 seller shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by respondent 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

**Solicitation # 196398**

Agreement. Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk.

**INSTRUCTIONS TO BIDDERS (continued)**

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. Respondents shall complete article 12. *Acknowledgement of Solicitation Addenda* of the Offer Agreement prior to submission.

Bidders 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 Contractor documentation, including and not limited to the following shall be provided by the successful respondent 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. Respondents are to complete, execute and **submit one original and one copy** of the following bid documents:

**SIGNED OFFER AGREEMENT with completed Item Unit Prices and documents or media defining other items within the scope of the agreement with Unit Prices and Discount Percents, or Discounted Prices offered; Provide Addenda acknowledgement, tax, & contact information.**

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. Timely submittals will be opened and recorded promptly after the Bid Due Date/Time.

Bids must be signed by an authorized agent of the respondent and submitted in a sealed envelope marked or labeled with the respondent 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 and modifications received after the *Due In & Opens* date and time will not be accepted. Facsimiles of bids will not be accepted.

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

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**5. COMPLIANCE WITH AGREEMENT**

County will execute an agreement with the successful respondent by issue of a Master Agreement (MA) or Purchase Order or contract. The respondent agrees to establish, monitor, and manage an effective administration process that

**Solicitation # 196398**

assures compliance with all requirements of the agreement. In particular, the respondent 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 Respondent's own risk. Respondents 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 & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)**

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 respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation 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.

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

Pima County protest procedures are defined by 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 bidders, proposers and 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 submitter 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**

**Solicitation # 196398**

**certification certificate** which may be acquired from the City of Tucson; Department of Procurement, (520) 837-4000, 225 W Alameda, 6th Floor, Tucson, AZ 85726-7210. Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at:

[http://www.tucsonprocurement.com/bidders\\_SBE.aspx](http://www.tucsonprocurement.com/bidders_SBE.aspx)

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 April 29, 2015)**

Solicitation # 196398

**OFFER AGREEMENT: Fire Protection Equip Inspections & Testing (1 of 7 pages)**

**1. INTENT:**

This document is intended to establish "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" agreement contract to provide Pima County ("County") with such quantities of fire alarm equipment inspections & testing as County may order from time to time by issue of Delivery Order (DO) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Supplier will receive compensation when goods are delivered as per the terms of the delivery order issued against the agreement.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed contract all County Departments may utilize the resulting agreement. The County has the right to add similar items that are within the scope of this agreement provided the supplier and the County mutually agree upon a unit price in writing.

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

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

**2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:**

The initial term of the contract will be for a one year period and include four (4) one-year renewals that may be exercised as detailed below.

Proposed revisions and/or renewals of the contract shall be made through the issuance by County to Contractor a revised Master Agreement (MA) document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revisions and/or renewal will be binding upon the parties, effective on the date of issuance.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

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 shall meet the criteria listed below and provide documentation within five (5) calendar days of date of notification to Pima County for the following:

**MQ1**-Supplier shall be an Arizona State licensed contractor to work on Fire Protection Equipment. *(Supplier shall submit proper license with his bid submission)*

**MQ2**-Supplier shall have trained technicians working on County's Fire Equipment certified by NICET, IMSA, NFPA or certified by the State or Local Authority. *(Supplier shall submit proper certification documents for their trained technicians with his bid submission)*

**MQ3**-Supplier shall have a minimum of five (5) years of experience in the testing and repair of Fire Protection Systems. *(Supplier shall submit the names of the companies and the names of the contact personnel for each company with their telephone number and the number of years and the dates servicing each company with their bid submission)*

The Supplier agrees to maintain the above license as required by regulating agencies throughout the five year term of this agreement and agrees to provide copies of renewals of the documents within a minimum of 5 workdays prior to their expiration date.

Supplier shall complete the form below with the information in regards to the title, issuing agency, license number, etc. from the copy of the license submitted with his bid.

**OFFER AGREEMENT: Fire Protection Equip Inspections & Testing (2 of 7 pages)**

Minimum Qualification	License Title	Issuing Agency	License Number	Issue Date	Expire Date
MQ1					

Minimum Qualification	Certification Document	Issuing Agency	Certification Number(2)	Issue Date	Expire Date
MQ2					

Minimum Qualification	Reference Company(S)	Contact Name & Phone #	Company Address	Date Started	Date Compl.
MQ3					

**4. SERVICE SPECIFICATIONS & SCOPE:**

The supplier shall provide system maintenance and support services as outlined in the technical specifications and scope of work detailed and outlined in Appendix A: "Scope of Services" at the locations specified in Exhibit: B and the specifications and requirements listed below.

- The supplier shall furnish supervision, labor, support, and materials as required to maintain Pima County Fire Protection Equipment inspections and testing as specified herein. Services shall be performed as specified in
- The Technical Requirements Monday through Friday excluding County holidays. Services shall be provided semi-annually and/or annually as specified on all equipment as required.
- Supplier shall supply their employees with Proper Personal Protection Equipment when working around electrical systems- Arch flash protection equipment is required.
- The Contractor shall supply proper Personal Protection Equipment when working around electrical systems to include Arch Flash Protection Equipment which is required.
- Supplier shall provide all items – new and unused when doing repairs to the units.
- Supplier shall be required to perform these services during normal working hours Monday through Friday 8:00 AM to 5:00 PM.
- Pima County will not pay any freight, shipping handling, fuel surcharges or travel expenses. These types of expenses must be included in the unit prices and/or hourly rates.
- Supplier shall submit invoices to: Pima County, Facilities Management, ATTN: Roger Kestler, 150 W. Congress St. 3<sup>rd</sup> Floor, Tucson, AZ 85701.
- The supplier will be inspecting, testing, and repairing the following types of Fire Pumps at the designated locations below with one pump at each location and must have the proper equipment and capabilities to service the nine pumps
  - a. Joel Valdez Main Library, 101 N, Stone Ave- Motor 50 HP, Pump 1000 GPM
  - b. Sheriff's Main Jail, 1270 W. Silverlake- Motor 50 HP, Pump 1000 GPM
  - c. Catalina Transfer Station, 14425 N. Oracle Rd.- Motor 75 HP, Pump 1500 GPM
  - d. Superior Courts Bldg, 110 W. Congress, - Motor 40 HP, Pump 500 GPM

**OFFER AGREEMENT: Fire Protection Equip Inspections & Testing (3 of 7 pages)**

- e. Public Works Bldg. 201N. Stone - Motor 50 HP, Pump 500 GPM
- f. Legal Services Bldg., 32 N. Stone - Motor 50 HP, Pump 500 GPM
- g. Administration West Bldg. 150 W. Congress- Motor 50 HP, Pump 500 GPM
- h. Bank of America Bldg. 33. N. Stone Ave - Motor 100 HP, Pump 750 GPM
- i. Administration East Bldg., 130 W. Congress – Motor 50 HP, Pump 500 GPM
- j. County Public Services Center, 240 N Stone Avenue - Motor 40 HP, Pump 500 GPM

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

County will accept offers and execute contracts by issue of a Master Agreement (MA) (Recurring requirements) to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO). Order documents will be furnished to Contractor via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given. Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a COUNTY Delivery Order.**

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

**6. ACCEPTANCE OF GOODS AND SERVICES:**

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

**7. COMPENSATION & PAYMENT:**

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

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

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

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

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. 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

Solicitation # 196398

**OFFER AGREEMENT: Fire Protection Equip Inspections & Testing (4 of 7 pages)**

which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

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

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

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

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

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

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

**Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to COUNTY that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.**

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. COUNTY is not responsible for Contractor inventory or order commitment.

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

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

**UNIT PRICES (Net 30 day Payment Terms)**

\*\*\* Suppliers must bid on 100% of the line items or their bid may be deemed non-responsive\*\*\*

ITEM #	ITEM NAME	ESTIMATED ANNUAL YEAR USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED ANNUAL AMOUNT \$
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**OFFER AGREEMENT: Fire Protection Equip Inspections & Testing (5 of 7 pages)**

1	Annual Fire Sprinkler Inspections & Testing - 102 Risers	102	Ea.		
2	Annual Fire Pump Inspections 10 Pumps at different locations	10	Ea.		
3	Pre-action Inspection - Admin Bldg West 6th Floor - Semi-Annual	2	Ea.		
4	Pre-action Inspection - PECOC 3434 E 22 <sup>nd</sup> St.- Semi-Annual	4	Ea.		
5	Pre-action Inspection - WWM Tres Rios 7101 N Casa Grande	2	Ea.		
6	Fire Inspection and testing Labor Rate	100	Hour		
7	Fire inspection and testing Labor Rate - Emergency Call	10	Hour		
8	Fire Sprinkler Inspections per Sectional valve - 149 Valves	149	Ea.		
9	B of A 33 N Stone	1	Ea.		
10	Juvenile Court Center 2225 E Ajo Way	1	Ea.		
11	LSB 32 N Stone	1	Ea.		
12	Public Works Bld. 201 N Stone	1	Ea.		
13	Sheriff Main Jail 1270 W Silverlake	1	Ea.		
	<b>TOTAL</b>	102			

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Standard payment terms for the pricing defined by this agreement are Net 30 days after submittal of valid invoice document to County Finance and receipt of goods into payment system by the receiving Department. 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 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

**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 Purchase Order(s).

County shall provide the Vendor with a schedule for Fire Equip. Inspections and Testing.

Solicitation # 196398

**OFFER AGREEMENT: Fire Protection Equip Inspections & Testing (6 of 7 pages)**

Contractor guarantees delivery of services as defined by the issued purchase order. 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 Pima County are exempt from federal excise taxes. 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 Pima 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. 196398 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractors Bid Offer, documents submitted by Contractor or References to satisfy Contractor Minimum Qualifications and on other information and documents submitted by the Contractor 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:**

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

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

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

**12. 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

**13. 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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Solicitation # 196398

**OFFER AGREEMENT: Fire Protection Equip Inspections & Testing (7 of 7 pages)**

**14. 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 bid offer and 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 undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes and may not be limited to Pima County Standard Terms & Conditions, and this Offer Agreement. 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.

Offeror'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 the Offeror to provide the services and materials described in this solicitation. The resulting contract incorporates by reference all requirements set forth by the solicitation, solicitation instructions, Pima County standard terms and conditions, and other documents listed in this Offer Agreement's Other Documents article.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_  
**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

**PHONE AND E-MAIL:** \_\_\_\_\_

**END OF OFFER AGREEMENT**

**EXHIBIT B; RISER/FIRE PUMP INSPECTIONS LOCATIONS AND DESCRIPTION OF INSPECTIONS****ER / FACILITY INSPECTION AND FIRE PUMP INSPECTION LOCATION SHEET**

EM	BUILDING NAME	ADDRESS	RISER / CONTROL VALVES FACILITY INSPECTION	FIRE PUMP INSPECTION	Pre-action Semi Annual
1	97 East Congress Building	97 East Congress Street	1 Riser / 5 Control Valves		
2	Administration East Bldg.	130 West Congress Street	1 Riser / 10 Control Valves	Fire Pump	
3	Adult Probation (Ajo Way office)	2695 East Ajo Way	1 Riser / 1 Control Valve		
4	Administration West Building	150 West Congress street	1 Riser / 7 Control Valve	Fire Pump	1 pre-action semi
5	Administration West Building 6 <sup>th</sup> Floor Pre-action	150 West Congress street	1 Riser / 1 Control Valve		
6	Bank Of America Tower	33 North Stone Avenue	2 Risers / 36 Control Valves	Fire Pump	
7	Catalina Community Services	3535 E Hawser S.t Catalina AZ	1 Riser / 2 Control Valves		
8	Central Plant / Paint Shop Spray Booth / DEQ	190 West Pennington Street	1 Riser / 1 Control Valve		
9	Children's Advocacy Center	2329 East Ajo Way	1 Riser / 1 Control Valve		
10	Clerk Of Superior Court Archives - Bldg. #23	1313 South Mission Road Bldg. #23	1 Riser / 1 Control Valve		
11	Clerk Of Superior Court Archives #21	1313 South Mission Road Bldg. #21	1 Riser / 1 Control Valve		
12	Co-op Extension (Misc. Structures)	4210 North Campbell Avenue	1 Riser / 1 Control Valve		
13	County Attorney - Juvenile Division	2335 East Ajo Way	1 Riser / 1 Control Valve		
14	County Public Services Center	240 N Stone Ave	1 Riser/ 6 Control Valve	Fire Pump	
15	County Public Services Garage	38 E Alameda	2 Risers		
16	Documents and Micrographics	1640 East Benson Highway	1 Riser / 2 Control Valves		
17	Elections	6550 S. Country Club	1 Riser / 2 Control Valves		
18	EOC / Homeland Security	130 West Congress Street	1 Riser / 1 Control Valves		
19	Fleet Service Facility	1291 S. Mission Rd.	1 Riser / 2 Control Valves		
20	Forensic Science / Medical Examiners (Morgue)	2825 East District Street	1 Riser / 1 Control Valve		
21	Garage - El Presidio	165 West Alameda Street	1 Riser / 3 Control Valves		
22	Garage - Legal Services Building	10 North Scott Avenue	1 Riser / 1 Control Valve		
23	Green Valley - Aux Police	601 N La Canada	1 Riser / 1 Control Valve		
24	Green Valley - Government Offices	601 North La Canada Drive	1 Riser / 1 Control Valve		

**Solicitation # 196398**

25	Green Valley - Justice Courts	601 North La Canada Drive	1 Riser / 1 Control Valve		
26	Health - Herbert K. Abrams Public Health Center	3950 South Country Club Road	1 Riser / 4 Control Valves		
27	Health - South Clinic	1493 W. Commerce Court	1 Riser / 1 Control Valve		
28	Jackson Employment Center	300 E. 26th St.	1 Riser / 1 Control Valve		
29	Juvenile Court Center	2225 East Ajo Way	10 Risers / 10 Control Valves		
30	Kino Service Center	2797 East Ajo Way	1 Riser / 1 Control Valve		
31	Kino Stadium – Major Club House - Major League	2500 East Ajo Way	1 Riser / 1 Control Valve		
32	Kino Stadium Veterans Stadium	2500 East Ajo Way	2 Risers / 2 Control Valves		
33	Kino Stadium North Club House	3600 South Country Club Road	1 Riser / 2 Control Valves		
34	Kino Stadium North Quad Tower	3600 South Country Club Road	1 Riser / 1 Control Valve		
35	Kino Stadium South Quad Tower	2500 East Ajo Way #2	1 Riser / 1 Control Valve		
36	Kino Stadium South Club House	2500 East Ajo Way #2	1 Riser / 2 Control Valves		
37	Kino Teen Center	2801 East Ajo Way	1 Riser / 1 Control Valve		
38	Kino YMCA	2805 East Ajo Way	1 Riser / 1 Control Valve		
39	Las Artes Youths Learning Center	23 West 27th Street	1 Riser / 1 Control Valve		
40	Legal Services Bldg.	32 North Stone Avenue	1 Riser / 37 Control Valves	Fire Pump	
41	Library, Bear Canyon Branch (Kirk)	8959 East Tanque Verde Road	1 Riser / 1 Control Valve		
42	Library, Columbus Branch	4350 East 22nd Street	1 Riser / 1 Control Valve		
43	Library, Flowing Wells Branch	1730 West Wetmore Road	1 Riser / 1 Control Valve		
44	Library, Green Valley Branch	601 North La Canada Drive	1 Riser / 1 Control Valve		
45	Library Himmel Park	1035 N. Treat Ave.	1 Riser / 1 Control Valve		
46	Library, Joel Valdez Main	101 North Stone Avenue	1 Riser / 9 Control Valves	Fire Pump	
47	Library, Martha Cooper (aka Mid-town) Branch	1377 North Catalina Avenue	1 Riser / 1 Control Valve		
48	Library Oro Valley	1305 W Naranja Dr.	1 Riser / 1 Control Valve		
49	Library, Quincie Douglas Branch	1585 East 36th Street	1 Riser / 1 Control Valve		
50	Library, Santa Rosa Learning Center Branch	1075 South 10th Avenue	1 Riser / 1 Control Valve		
51	Library, South / Sam Lena Branch	1607 South 6th Avenue	1 Riser / 1 Control Valve		
52	Library, Valencia Branch	202 West Valencia Road	1 Riser / 1 Control Valve		
53	Library, Wheeler Taft Abbott Sr. Branch	7200 North Schisler Drive	1 Riser / 2 Control Valves		
54	Library, Woods Memorial Branch	3455 North 1st Avenue	1 Riser / 1 Control Valve		

**Solicitation # 196398**

55	Old Courthouse	115 North Church Avenue	2 Risers / 6 Control Valves		
56	Parks - Administration (Natural Resources)	3500 West River Road	1 Riser / 1 Control Valve		
57	Parks - Agua Caliente / Roy P. Drachmann Park	12325 East Roger Road	2 Risers / 2 Control Valves		
58	Parks - Curtis Gym	2100 W. Curtis	1 Riser / 1 Control Valve		
59	Parks - Ellie Towne Flowing Wells Community Center	1660 West Ruthrauff Road	1 Riser / 5 Control Valves		
60	Parks - North West YMCA / Arts Center	7770 North Shannon Road	1 Riser / 4 Control Valves		
61	Parks - Warehouse & Shops	5955 North Camino de la Tierra	2 Risers / 2 Control Valves		
62	PECOC Building	3434 East 22nd Street	1 Riser / 3 Control Valves		2 pre-action
63	Pima County Garage (Levels A & B) Downtown Complex	110-150 West Congress Street	2 Riser / 3 Control Valves		
64	Pima County Vocational High School	5025 West Ina Road	1 Riser / 1 Control Valve		
65	Public Defender - Juvenile Division	2337 East Ajo Way	1 Riser / 1 Control Valve		
66	Public Works Bldg.	201 North Stone Avenue	1 Riser / 33 Control Valves	Fire Pump	
67	Roy's Place	44 North Stone Avenue	1 Riser / 1 Control Valve		
68	Sheriff - Administration Bldg.	1750 East Benson Highway	1 Riser / 1 Control Valve		
69	Sheriff - Annex	1650 East Benson Highway	1 Riser / 1 Control Valve		
70	Sheriff - Commissary Warehouse (West Unit)	1270 West Silverlake Road	1 Riser / 1 Control Valve		
71	Sheriff - Green Valley Auxiliary Office, Rented Trailer	601 North La Canada Drive	1 Riser / 1 Control Valve		
72	Sheriff - Green Valley Substation	601 North La Canada Drive	1 Riser / 1 Control Valve		
73	Sheriff - Main Jail East Unit (MJE)	1270 West Silverlake Road	1 Riser / 15 Control Valves	Fire Pump	
74	Sheriff - Main Jail Tower (MJT)	1270 West Silverlake Road	1 Riser / 18 Control Valves		
75	Sheriff - Main Jail West (MJW)	1300 West Silverlake Road	1 Riser / 18 Control Valves		
76	Sheriff - Minimum Security Facility (MSF)	1801 South Mission Road	1 Riser / 2 Control Valves		
77	Sheriff - Property & Evidence Storage Warehouse	1600 East Benson Highway	1 Riser / 1 Control Valve		
78	Sheriff - Training Academy	1250 West Silverlake Road	1 Riser / 1 Control Valve		
79	Superintendent Of Schools	200 N Stone Ave	1 Riser / 1 Control Valve		
80	Superior Courts Bldg.	110 West Congress Street	1 Riser / 1 Control Valve	Fire Pump	
81	Transportation - Paint Storage Dock #13	1313 South Mission Road Bldg. #13	1 Riser / 1 Control Valve		

**Solicitation # 196398**

32	Transportation - Sign & Paint Shop Bldg. #14	1313 South Mission Road Bldg. #14	1 Riser / 1 Control Valve		
33	WESC Lab	2944 W Calle Agua Nueva	1 Riser / 1 Control Valve		
34	WWM - Catalina Transfer Station	14425 North Oracle Road	1 Riser / 1 Control Valve	Fire Pump	
35	WWM - Conveyance on Dodge	3390 N. Richey Blvd	1 Riser / 1 Control Valve		
36	WWM - Ina Rd. - Bldg. #XX - Chlorination	7101 North Casa Grande Highway	1 Riser / 1 Control Valve		
37	WWM - Ina Rd. - Bldg. #12 - Dechlorination	7101 North Casa Grande Highway	1 Riser / 1 Control Valve		
38	WWM - Ina Rd - Head Works	7101 North Casa Grande Highway	1 Riser / 1 Control Valve		
39	WWM - Ina Rd. - Bldg. #02 - Warehouse/Maint.	7101 North Casa Grande Highway	1 Riser / 1 Control Valve		
30	WWM - Outlying Facilities Main Office	4527 West Walker Road	1 Riser / 1 Control Valve		
31	WWM - Ryan Field Transfer Station	6455 South Continental Road	1 Riser / 1 Control Valve		
32	WWM-Tres Rios	7101 N. Casa Grande Highway	12 Bldg's./ 12 Risers /12 Control Valves		1 pre-action

**Totals 102 Risers 149 Control Valves 10 Fire Pumps 4 pre-Action Systems**

Buildings in yellow not included in Total. Will be billed separately.

**END OF EXHIBIT B**

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

**1. OPENING:**

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

**2. EVALUATION:**

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

**Solicitation # 196398**

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

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

**3. AWARD NOTICE:**

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

**4. AWARD:**

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

**5. WAIVER:**

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

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

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

**7. INTERPRETATION and APPLICABLE LAW:**

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

**8. WARRANTY:**

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

**9. QUANTITY:**

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

**10. PACKING:**

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

**11. DELIVERY:**

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

**Solicitation # 196398**

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

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

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

**12. SPECIFICATION CHANGES:**

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

Nothing in this clause reduces Contractor's' responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

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

**14. SHIPPING TERMS:**

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

**15. PAYMENT TERMS:**

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

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

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

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

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

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**Solicitation # 196398**

**18. FRAUD AND COLLUSION:**

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

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

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

**20. PATENT INDEMNITY:**

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

**21. INDEMNIFICATION:**

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

**22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

**23. COMPLIANCE WITH LAWS:**

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

**Solicitation # 196398**

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

**24. ASSIGNMENT:**

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

**25. CONFLICT OF INTEREST:**

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

**26. NON-DISCRIMINATION:**

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

**27. NON-APPROPRIATION OF FUNDS:**

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

**28. PUBLIC INFORMATION:**

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

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

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

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

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

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

**Solicitation # 196398**

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

**30. AMERICANS WITH DISABILITIES ACT:**

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

**31. NON-EXCLUSIVE:**

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

**32. PROTESTS:**

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

**33. TERMINATION:**

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

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

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

**35. INDEPENDENT CONTRACTOR:**

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

**36. BOOKS AND RECORDS:**

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

**37. COUNTERPARTS:**

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

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase

**Solicitation # 196398**

Order, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

**39. FULL AND COMPLETE PERFORMANCE:**

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

**40. SUBCONTRACTORS:**

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

**41. SEVERABILITY:**

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

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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

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

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

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

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

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

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by COUNTY, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by COUNTY during the term of this contract and thereafter, including but not limited to personal identifying information as defined by

**Solicitation # 196398**

A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to COUNTY or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**EXHIBIT A: Scope Of Services (8 pages)**

**FIRE PROTECTION EQUIPMENT INSPECTION AND TESTING  
OUTLYING/DOWNTOWN FACILITIES**

**1.0 INTENT:**

Provide system maintenance and support services as outlined in the technical specifications below at the specified locations for the Pima County Facilities.

**2.0 SCOPE OF WORK:**

Furnish all supervision, labor, support, and material, required to maintain Pima County Fire protection equipment inspections and testing as specified herein. Services shall be performed as called for in the technical requirements Monday through Friday 5:00 am to 5:00 pm excluding County holidays. Service shall be provided quarterly, semiannually or annually on all equipment as required.

**3.0 TECHNICAL REQUIREMENTS:**

3.1 Inspect, Test and Repair Fire Protection Equipment in accordance with latest National Fire Protection Association (NFPA) Fire Codes and any other applicable laws, ordinances, codes and regulations:

**Solicitation # 196398**

System maintenance and support for the installed fire protection equipment and related components. This will consist of the following:

- 3.1.1 Parts availability (component replacement or repair).  
New or repaired components to be "backward compatible" (device communications) with existing components. Parts shall be made available to County within 3 days of notification/order by County unless emergency acquisitions.
- 3.1.2 Technical documentation. This includes access to technical, service and operational manuals at the County's request.
- 3.1.3 CONTRACTOR shall have at least Five (5) years authorized experience in fire suppression system testing and employ a minimum of two (2) trained service technicians with working knowledge of NFPA standards.

3.2 SERVICE PROVIDED:

As per NFPA Fire Codes CONTRACTOR shall provide comprehensive inspection, testing, preventive maintenance, system support and as needed repair services to the fire protection equipment, including hardware, software, firmware, and ancillary covered equipment. Parts and material replacement will be provided as required to keep the covered systems fully operational. Detailed maintenance requirements include, but are not limited to the following:

- 3.2.1 Inspect sprinkler heads to insure they are free of corrosion, loading, or obstruction to spray discharge.
- 3.2.2 Inspect sprinkler system control valves to insure that valves are in appropriate positions, and properly supervised,
- 3.2.3 Perform visual inspection to ensure appropriate sprinkler coverage and that all required accessories are present.
- 3.2.4 Perform a water flow test at the main drain.
- 3.2.5 Perform a water flow test at the inspector's test valve and record static and residual line pressures.
- 3.2.6 Inspect and test fire pump connections, if a fire pump is supplied.
- 3.2.7 Test alarm-signaling devices.
- 3.2.8.1 Provide a written inspection report per NFPA 25, and graphs of all tests within ten working days of the testing/inspection.
- 3.2.8.2 Submit a proposal for any repairs noted at time of inspection.
- 3.2.8.3 Fire Pump shall be tested per NFPA standards.
- 3.2.8.4 Arc Flash protective equipment is required for fire pump controller inspection and testing on electrical system.

3.3 ADDITIONAL REQUIREMENTS:

**The contractor shall wear visible company identification at all times when on the premises of Pima County facilities. If issued identification by Pima County, the contractor will turn in the identification upon completion of each service day or call.**

**Solicitation # 196398**

- 3.3.1 Vendor shall demonstrate the willingness and ability to provide end user training as part of the inspection process at no extra charge.
- 3.3.2 The vendor shall be able to demonstrate their knowledge of local codes and standards and should be able to correctly advise Pima County maintenance on any fire/safety compliance issues. There should not be any additional charge for this service.
- 3.3.3 The vendor shall be willing to provide hazard analysis assistance at no extra charge as part of their service.
- 3.3.4 The vendor shall be able to respond to emergency situations at any of Pima County locations within two (2) hours, providing true 24/7 emergency support.
- 3.3.5 The vendor shall be able to create a database and track the fire equipment it services for Pima County as part of their basic service. The database can then be used to help forecast future maintenance expenses, pinpoint trouble areas, and trigger any alarms for product that might have warning notices issued or recalled.

**3.4 NON-ROUTINE PROJECT WORK:**

All non-routine project work will be done at the direction of the Facilities Management Department. CONTRACTOR shall be called upon to estimate and perform various types of non-routine work such as, but not limited to: software changes or additions, installation of components to repair, replace or upgrade, etc. This will require a L.O.A. (Letter of Authorization) from the Facilities Management Maintenance Operations Manager in order for the Vendor to proceed with the non-routine project work at a pre-established labor rate as outlined in Exhibit B (See also §4.17). CONTRACTOR shall not proceed with non-routine work (except in emergency situations) without a L.O.A. A detailed itemization for any supplies, equipment, or parts used is required. No formal amendment is required for location/service addition and/or deletion. No minimum or maximum guarantee is made to the amount of work to be performed. Cost for additional work shall not exceed a 25 % Increase to the site prices as outlined in Pricing Page for the particular facility.

**4.0 CONTRACTOR REQUIREMENTS:**

**4.1 LICENSES AND PERMITS**

The CONTRACTOR shall be responsible to procure all required licenses and pay all fees necessary and incidental to the lawful conduct of his business as governed by the State of Arizona. CONTRACTOR's licenses MUST be registered to the CONTRACTOR, and sub-contracting to another vendor is not allowed. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations, which in any manner affect the fulfillment of this contract and shall comply with same.

**4.2 AVAILABILITY**

CONTRACTOR shall maintain a toll-free or local phone number available 24/7 and provide technicians employed in the Tucson city limits and demonstrate ability to meet required emergency response time, **see 4.3.**

**Solicitation # 196398**

**4.3 EMERGENCY SERVICES**

Emergency requests, either during or after business hours, shall be responded on-site within two (2) hours of CONTRACTOR receiving said requests.

**4.4 NON-SCHEDULED SERVICES**

Non-scheduled miscellaneous repairs and services will be provided as needed. Exact quantities of work are unknown. Response time will be within five days after receiving the Notice to Proceed for non-emergency situations.

**4.5 PARTS SUPPLY**

CONTRACTOR shall maintain sufficient spare parts to support the systems.

**4.6 DAMAGES TO PIMA COUNTY FACILITIES**

The CONTRACTOR shall be responsible for any damage incurred to the facility, resulting from the negligent use of the premises to fulfill the contract terms and conditions.

**4.7 REPAIRS DUE TO FAILURES**

The CONTRACTOR will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the CONTRACTOR, his Employees or sub-CONTRACTORS.

**4.8 SAFE WORK PRACTICES**

The CONTRACTOR and their employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County and local municipality's ordinances and regulations.

**4.9 SAFE EQUIPMENT**

All equipment used by CONTRACTOR to perform the specifications herein shall be in good working condition and shall also conform to required safety standards.

**4.10 TIMING OF WORK**

The CONTRACTOR shall perform the work in a way to minimize disruption to the normal operation of the building tenants. All work shall be performed at the convenience of County. Some work will be required to be performed in the early morning or on weekends. **ALL WORK MUST BE DONE AT A TIME AND IN A MANNER THAT WILL NOT INTERFERE WITH THE NORMAL ACTIVITIES OF THE FACILITY.**

**4.11 CLEAN-UP OF WORK SITE**

**Solicitation # 196398**

Upon completion of the work, the CONTRACTOR is responsible for cleaning and removing all debris, materials, and equipment associated with the work performed. Debris is not to be placed into County trash containers.

**4.12 CONTRACTOR EXPERTISE**

CONTRACTOR shall be required to provide training and consultation.

**4.13 WORK SCHEDULE**

At the post award conference the CONTRACTOR shall provide a proposed work schedule to accomplish the services pursuant to this contract. This schedule shall be set in six to eight week increments on an annual calendar identifying the task and the frequency of the work. This schedule shall be subject to Facilities Management Department approval. Thereafter, changes in this schedule must be submitted in writing to the Facilities management Department Representative for approval prior to implementation.

The CONTRACTOR shall adhere to the approved work schedule and shall complete all routine work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the CONTRACTOR. All scheduled work not completed during the week schedule shall cause the CONTRACTOR to be deducted monies on a pro-rated amount of the weekly services (See §4.19).

**4.14 EXPERTISE**

CONTRACTOR must have the technical expertise to ascertain the nature of systems failure to conform to design criteria, whether it be component failure, system or design defect.

**4.15 ACCESS TO CONTRACTOR**

CONTRACTOR will maintain, at all times, 24 hours a day, including weekends and holidays, a live person answering the telephone to receive repair or maintenance calls.

**4.16 METHOD OF PAYMENT**

Upon satisfactory inspection and acceptance by the Facilities Management Representative for the services, an invoice shall be submitted by the CONTRACTOR to:

Electronics Shop Supervisor  
Facilities Management Department 150 W.  
Congress Street, 5th floor  
Tucson, AZ 85701

**4.17 METHOD OF PAYMENT**

All invoices shall contain: the Blanket Contract Purchase Order number; CONTRACTOR's name, address and telephone number; month that the services are being billed; and total dollar charges. Also, billing MUST be separated by line item as provided on Exhibit B: Price Schedule price sheet

**Solicitation # 196398**

which coincides with the Item #, description (site location), quantity, unit (contract site costs per inspection; and total; \$XX.XX per annual inspection, total \$XX.XX. Additional services must be identified on the invoice in the same manner.

Parts used must be itemized in detail as to each individual cost (with applicable discounts). Applicable sales tax as indicated on pricing page. The service checklist must accompany the monthly invoice. The CONTRACTOR shall be paid monthly in arrears, within 30 days of receipt of the invoice.

Non-Routine work shall be billed separately with required attached Letter of Authorization. Billing shall include the contract number; the address of the site; detailed description of work performed; parts detail; and total dollar amount.

**4.18 DISCREPANCIES**

For failure by the CONTRACTOR to provide routine scheduled service or failure to follow contract specifications, the County may deduct the prorated share of the service from any payments due, based on the CONTRACTOR's price quoted in the bid price sheets. This provision is used ONLY when work is not promptly corrected by the CONTRACTOR, or there are continuous documented discrepancies in the CONTRACTOR's performance:

Semi-annual service: \$75.00/day

Annual service: \$100.00/day

Insufficient staff to perform site tasks: \$50.00/per incident

NOTE: CONTRACTOR shall not be subjected to deductions that exceed their monthly service rate.

**4.19 ALTERATION OF WORK**

Pima County reserves the right to make alterations in specific work hours as may be found necessary or desirable. Such changes shall not invalidate the Contract and the CONTRACTOR agrees to perform the work as altered.

**4.20 QUARTERLY REVIEWS**

A management representative of the CONTRACTOR will attend a quarterly compliance review with the Electronics Shop Supervisor. The CONTRACTOR will be notified of the exact time and place of each meeting. These reviews will be in addition to any other meetings to review the contract.

**4.21 END OF CONTRACT REVIEW**

Approximately ten (10) days prior to the end of the contract, the CONTRACTOR's representative and the County representative will review the contract for compliance.

If the required services have not all been performed as scheduled, or the work does not *meet the* standards established by the terms, conditions, and provisions of the contract, the County will hold the last monthly payment until the standards are met.

**4.22 OFFSET FOR DAMAGES**

**Solicitation # 196398**

In addition to all other remedies at Law or Equality, the County may offset from any money due CONTRACTOR any amounts CONTRACTOR owes to County for damages resulting from breach or deficiencies in performance under this contract.

**5.0 GENERAL SPECIFICATIONS:**

**5.1 NOTICE OF ASBESTOS**

There is asbestos on various floors in the various buildings comprising the Pima County Government Center. CONTRACTOR agrees not to perform services in areas above the suspended ceiling where asbestos-containing materials may exist until reasonable advance notice is provided by Pima County Facilities Management so that properly trained asbestos clean-up and maintenance personnel may be available to assist and manage such work.

**5.2 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the CONTRACTOR will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this contract, prices for such additional inspections, testing and services will be negotiated at rates comparable to those contained in the Price Sheet, between the vendor and the County.

**5.3 ACCESS TO COUNTY FACILITIES**

Pima County will provide full access to equipment. Special arrangements will be made when services are to be provided to the jail. CONTRACTOR shall work with County Facilities Management Personnel for facility access and the scheduling of these services. Should conditions arise that access may be impractical because of removal, replacement, repair, restoration, reconstruction or natural disaster; suspension of duties will not cancel or suspend any provisions of this contract.

**5.4 RETENTION OF RECORDS**

The CONTRACTOR agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine copy and make use of any and all said materials.

**5.5 ADEQUACY OF RECORDS**

If the CONTRACTOR's books, records and other documents relevant to this contract are not sufficient to support and document that allowable services were provided the CONTRACTOR shall reimburse Pima County for the services not so adequately supported and documented.

**5.6 CONTRACT COMPLIANCE**

The Facilities Management Department shall monitor the CONTRACTORs compliance with, and performance under, the terms and conditions of the Contract. The CONTRACTOR shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**5.7 AUDIT DISALLOWANCES:**

## **Solicitation # 196398**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the CONTRACTOR in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the CONTRACTOR by the amount of the disallowance or to require repayment of the disallowed amount by the CONTRACTOR forthwith issuing a check payable to Pima County.

### **5.8 WARRANTIES AND GUARANTEES**

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency. CONTRACTOR will warranty all labor will be performed in a good and workmanlike manner.

All repairs or replacement parts will be free from defect in workmanship, design, and material until the end of the contract or one (1) year, whichever is later.

### **5.9 CHANGES TO EQUIPMENT**

Pima County retains the right to make changes or alterations to its equipment. Should these changes substantially alter the service required under this contract, a change in service negotiation will change the scope and price by amendment.

### **5.10 DELIVERY**

It shall be the CONTRACTORs responsibility to meet the County's delivery requirements, as called for in the Technical Specifications.

### **5.11 PRICE REDUCTIONS**

By submitting a quote in response to this solicitation, vendors agree to guarantee that Pima County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Pima County shall reserve the right to take any or all of the following actions:

5.12.1 Cancel the contract, if it is currently in effect.

5.12.2 Determine the amount for which the County was overcharged and submit a request for payment from the vendor for that amount.

### **5.13 CONTRACT ADMINISTRATION**

To help insure contract compliance, a contract administration process will be an integral part of this contract. County employees will be assigned as contract monitors for key locations throughout the County. Facilities Management will organize the procedure. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that

**Solicitation # 196398**

empowers the hands-on users to monitor and assure contract compliance. The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal vendor/user relationship will exist when within compliance and the contract administration process should be transparent.

5.14 TERMINATION OF SERVICE:

Pima County reserves the right to terminate service, or any item within the contract, without cause. A 30-day written notice to terminate will be presented. Failure to provide services in accordance with specifications, or your service commitment may be cause for immediate termination of this contract. Notwithstanding the above, bidders shall not be relieved of any liability to Pima County for damages sustained by Pima County as a result of any breach of this contract by bidders.

**6.0 OTHER INFORMATION**

Department representatives authorized to perform contract administration (place orders, receive invoices, etc.); providing the Dept. Name, Individual name/title, telephone #, fax #, email address:

<b>Department</b>	<b>Individual Name</b>	<b>Title</b>	<b>Phone#</b>	<b>Fax#</b>	<b>Email Address</b>
Facilities Management	Roger Kestler	Supervisor	520-740-3068	520-740-3900	Roger.Kestler@Pima.Gov
Facilities Management	Tony Cisneros	Manager	520-740-3037	520-740-3900	Tony.Cisneros@Pima.Gov

**END OF EXHIBIT A**

# EXHIBIT D

## Annual Fire Pump Flow Testing

### Requirements for accomplishing testing.

- 1) Before testing is accomplished, present pressure gauge inspection and testing certifications. Gauges used for testing must have been tested and certified within 12 months or less of the test. (Suction, Discharge and Water Flow gauges must have less than 5% reading error.)
- 2) Testing of fire pump will be by controlling the quantity of water discharge through approved test devices and shall be accomplished for the following flow conditions:
  - a) No-flow of water (Churn Test).
  - b) Rated flow test (100% of manufacturers rating).
  - c) 150% of pump rated capacity (or maximum discharge if 150% not reached).
- 3) The flow test shall be conducted by starting the pump automatically and pump suction psi, discharge psi and water volume flow measurements of each hose stream shall be reported and used to determine the total pump output.
- 4) At each flow condition accomplish the following:
  - a) Record the electric motor voltage (V) and current (A) (for all 3 phases).
  - b) Record the pump speed in rpm.
  - c) Record the simultaneous readings of pump suction, discharge pressures and pump discharge flow readings.
- 5) Electric motor-driven pumps shall be run for a minimum of 10 minutes during annual test.
- 6) For installations having an automatic transfer switch, the following test shall be performed to ensure that the over-current protective devices (i.e., fuses or circuit breakers) do not open:
  - a) Simulate a power failure condition while the pump is operating at peak load.
  - b) Verify that the transfer switch transfers power to the alternate power source.
  - c) Verify that the pump continues to perform at peak horse-power load on the alternate power source for 10 minutes for an alternate utility or 30 minutes if the alternate power source is a standby generator set.
  - d) Remove the power failure condition and verify that, after a time delay, the pump is reconnected to the normal power source.

