PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: IFB-PO-2200041
Title: Vector Manhole Cockroach Treatment

DUE IN AND OPENS: January 6, 2022 AT OR BEFORE 10:00 AM LOCAL TUCSON, AZ TIME (MST)

Submit Proposal to:
Pima County Procurement Department
150 West Congress, 5th Floor
Tucson, Arizona 85701

Pre-Bid Virtual Conference:
Pima County Procurement Department
150 West Congress, 5th Floor
Tucson, Arizona 85701
MS Teams Meeting Only
MS Teams Link: Click here to join the meeting

SOLICITATION: Pima County (“County”) is soliciting bids from Offerors qualified, responsible and willing to provide Vector Manhole Cockroach Treatment in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide Vector Manhole Cockroach Treatment, per specifications and requirements defined herein.

You may download a full copy of this solicitation at https://vendors.pima.gov by selecting the solicitation number. Offerors are required to check this website for amendments prior to the Due In and Opens date and time to assure that the bid incorporates all amendments. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 A.M. to 5 P.M. LOCAL TUCSON ARIZONA TIME (MST), at the address listed above.

PRE-BID VIRTUAL CONFERENCE: County will hold an MS Teams meeting Pre-Bid Meeting for the purpose of clarifying requirements and answering prospective Offeror questions. This meeting will be held via MS Teams Only/as well. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional but encouraged.

MS TEAMS BID OPENING: County will publicly, via an MS Teams meeting, open bids after the Due In and Opens date and time listed above or as subsequently changed by a solicitation amendment. The County will read each respondent’s name. County will open bids so as to avoid disclosure of the contents of any bid to competing Offerors during the process.

MS Teams Meeting Link: Click here to join the meeting.

Offerors must submit bids as defined in the Instructions to Offerors, 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 County to reject a bid as non-responsive.

Offerors must complete and return those documents identified in Section 4, Submission of Bids of the Instructions to Offerors document.

Offerors may not withdraw bids for sixty (60) days after opening except as allowed by Pima County Procurement Code.

Bonds are not required

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

County will not accept verbal requests for clarifications or interpretations. Offerors must submit any questions or deviation requests in writing to County’s Procurement Department, Attention Stephen Romero, email: Stephen.Romero@pima.gov.

All submittals must reference the Solicitation Number and Title. County may not answer any questions that Offerors submit within eight (8) days of the solicitation “Due in and Open” Date and Time.
INSTRUCTIONS TO OFFERORS

FAILURE TO COMPLY MAY CAUSE COUNTY TO IMPROPERLY EVALUATE THE BID OR TO CONSIDER THE BID TO BE NON-RESPONSIVE

1. PREPARATION OF RESPONSES:
Offeror’s submission must use the forms contained in this package. Offerors must print, in ink, or type all prices and notations. Erasures are NOT permitted. Offerors must cross out errors and print in ink or type corrections adjacent to the error, and the person signing the bid will initial any such correction. Pima County (“County”) prefers typed responses.

All bids must, if appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid.

Any surety that this solicitation requires 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: Vector Manhole Cockroach Treatment (14 pages):
An authorized representative of Offeror MUST complete and sign the Offer Agreement document, certifying that the Offeror is willing and able to meet all requirements of the solicitation. The completed and signed Offer Agreement becomes a binding offer once submitted by Offeror and opened by County on the Due In and Open date. Once County accepts and executes the agreement, as defined by the process in this solicitation, the Offer Agreement becomes a legal contract between Offeror and County for the goods and services described therein.

Contractor Minimum Qualifications:
Contractor Minimum Qualifications are intended to establish the Offeror’s capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract Offeror must submit with the Offer Agreement all documents specified in the Contractor Minimum Qualifications section of the Offer Agreement. If requested in that section, Offeror must denote the license numbers or descriptions and other information requested.

Unit Prices & Bid Certification:
Offerors must fully complete and sign the “Compensation & Payment” and “Bid/Offer Certification” sections of the Offer Agreement utilizing the forms provided by this solicitation.

Unless otherwise stated, Offeror must provide a Unit Price for all items defined by the Offer Agreement Unit Prices schedule. Offeror must provide requested information and data in the precise manner that County requests. Product descriptions must provide sufficient information for the product being offered. All unit prices must remain firm for the initial term of the executed agreement, with the exception that should Offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at a price more favorable than those given to County, Offeror must offer the same pricing to County effective on the date that price is offered to another buyer. Offeror’s unit prices must include all costs required to implement and actively conduct and document cost control and reduction activities. Offeror must separately invoice taxes applied to the unit price and legally applicable to Pima County purchase transactions and not include them in the item unit price. Unit Prices must 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 must be F.O.B. Destination & Freight Prepaid Not Billed (“F.O.B. Destination”). County will not pay any additional charges and Offeror will not invoice them. Unit prices prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days’ means "calendar" days.

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

3. SPECIFICATIONS & DEVIATIONS:
This is a “no substitute” solicitation therefore items included in Offeror’s bid must meet the specifications and requirements set forth by the solicitation. Deviations are not allowed.

Deviation requests must specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation’s impact on the end performance of the item. Offerors must submit deviation requests to County prior to the initial solicitation due date. County may not answer requests submitted within eight (8) days of the solicitation due date. Acceptance or rejection of said deviation request is at the sole discretion of County in accordance with the Pima County Procurement Code.
County may consider conditional bids that do not conform to or that request exceptions to the published solicitation (and amendments) as non-responsive and may not evaluate them.

All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Offeror must provide manufacturer and Offeror documentation, including and not limited to the following not later than fourteen (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 safety data sheets (SDS).

4. SUBMISSION OF BIDS:
Submissions are binding offers and will result in a binding contract upon acceptance by County by issuance of a properly executed contract document referencing said Offer.

Offerors are to complete, execute and submit one original and one copy/one digital copy Universal Serial Bus (USB) flash drive.

A COMPLETE & SIGNED OFFER AGREEMENT MUST BE SUBMITTED. A complete offer agreement will consist of:

1. All Fourteen (14) pages of the Offer Agreement (which include Pima County’s Standard Terms and Conditions), with the following sections and their requirements completed:
   - Section 3: Contractor Minimum Qualifications and supporting documents
   - Section 5: Sustainability
   - Section 8: Compensation & Payment
   - Section 13: Acknowledgement of Solicitation Amendments
   - Section 14: Small Business Enterprise (SBE) Certification
   - Section 15: Bid/Offer Certification Page

2. Any other documents required by the solicitation.

NOTE: Insurance certification documents will be required from the winning Offeror within two (2) business days after the Notice of Recommendation for Award is posted on the Procurement website.

County must receive and time-stamp bids at the specified location at or before the Due In and Opens date and time as defined by the Invitation for Bid. County’s time-stamp is the official time used to determine the timeliness of the submittal. County will not accept Bids and modifications that County receives after the Due In and Opens date and time and County may return them unopened. County will open and record timely submittals promptly after the Due In and Opens date and time.

An authorized agent of Offeror must sign bids and submit them in a sealed envelope marked or labeled with the Offeror’s firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Due In and Opens date and time.

County will not accept emailed or facsimiles of bids.

Failure of Offeror to comply with the solicitation requirements, including but not limited to submittals that do not contain all documents, or that modify the solicitation requirements, may be cause for County to reject Offeror’s bid as non-responsive and not evaluate it.

5. COMPLIANCE WITH AGREEMENT:
County will execute an agreement with the successful Offeror by issuance of a Master Agreement (“MA”) or Purchase Order (“PO”).

6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA):
County will not provide results of this procurement in response to telephone inquiries. Interested parties may attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any Offeror as to the meaning of any of the solicitation documents will be binding on County. If a prospective Offeror believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the Offeror must notify the Pima County Procurement department in writing.
identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the Due In and Open date set for receipt of the bid or proposal. County will respond by written amendment sent to all known potential Offerors. County may not answer issues identified less than eight (8) days prior to the Due In and Opens date.

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty_az/title11pimacountyprocurementcode/chapter1120protests?i=templates$fn=default.htm$3.0$vid=amlegal:pimacounty_az$anc=JD_Chapter11.20. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at http://www.pima.gov/procure/awards/ without regard to whether individual notices were issued. It is the responsibility of Offerors and Proposers 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 govern.

8. VENDOR RECORD MAINTENANCE:
By submitting a response to this solicitation, Offeror agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed “Request for Taxpayer Identification Number and Certification” document (Form W-9), within ten (10) calendar days of the solicitation due date. Offeror also agrees to update the information within ten (10) 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 Offeror establish and maintain email functionality. In addition to providing the means for an Offeror to create and maintain its Vendor record, VSS also provides for email notice to Offeror regarding solicitations that County publishes 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, County will give a 5% bid preference to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by County. If County accepts the certification, it will evaluate the bid at 95% of the bid amount to determine the low and responsive bid. If County makes an award of contract, the contract will utilize the Unit Prices, or Lump Sum, as bid.

To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate which they may acquire from the City of Tucson; Department of Procurement. The City of Tucson 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.

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Business Enterprise Program Coordinator at (520) 724-3807 for assistance or further information.

10. DOCUMENTS MARKED CONFIDENTIAL:
Disclosure. 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 documents submitted in response to this solicitation, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Offeror reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Offeror must prominently mark those records “CONFIDENTIAL.” In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Offeror of the request as soon as reasonably possible. County will release the records ten (10) business days after the date of that notice, unless Offeror has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
Any information marked as CONFIDENTIAL must be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

The Offeror agrees to waive confidentiality of any price terms in the event of an awarded contract.

END OF INSTRUCTIONS TO OFFERORS
1. INTENT:
This document is intended to establish a Master Agreement (“MA”) to provide Pima County (“County”) with Vector Manhole Cockroach Treatment on an “as required basis” by issue of Delivery Order (“DO”) or Delivery Order Maximo (“DOM”).

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including Solicitation Amendments, Instructions to Offerors, 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 merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:
The initial term of the MA will be for a one (1) two-year period and include two (2) two-year renewals options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS:
The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>MINIMUM QUALIFICATIONS</th>
<th>CHECK ☑ appropriate response certifying agreement with the documentation are attached with the bid.</th>
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<tbody>
<tr>
<td>1</td>
<td>Contractor has been in the business of Vector Cockroach Control Treatment for a minimum of three (3) consecutive years.</td>
<td></td>
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<tr>
<td></td>
<td>Submit a copy of Business Licenses.</td>
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<tr>
<td>2</td>
<td>Contractor must have an OPM Business License B1 (General &amp; Public Health Pest Management) as required by the Arizona Structural Pesticide Control Commission for at least five (5) consecutive years.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>License #   Initial Date   Expire Date (must be current)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submit a copy of OPM Business Licenses B1.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Contractor must have a Qualifying Party License.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>License #   Initial Date   Expire Date (must be current)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submit a copy of Qualifying Party Licenses.</td>
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</table>
Contractor must supply at least two (2) reference letters from other governmental agencies (with the State of Arizona) with conveyance systems of approximately the same or greater size and scope as Pima County.

Provide address & Phone number:

________________________________________
________________________________________

Provide address & Phone number:

________________________________________
________________________________________

Submit reference letters with Bid submission.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:
Contractor will provide Pima County Regional Wastewater Reclamation Department with Vector Manhole Cockroach Treatment to minimize the American Cockroach population throughout Pima County's sanitary sewer system. All goods and services shall conform to the Instruction to Bidders and Standard Terms and Conditions as modified or added to by Attachment A: Vector Manhole Cockroach Treatment Scope of Services (7 pages).

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

- Waste prevention/reduction or material recycling/reuse?
- Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration?
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?
- Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging “take back” practices; preference to firms located with Pima County)?

6. OFFER ACCEPTANCE & ORDER RELEASES:
County will accept offer and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those 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.

7. **ACCEPTANCE OF GOODS & SERVICES:**
The County Department designated on the issued order (DO or DOM) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. **COMPENSATION & PAYMENT:**
The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Contractor’s unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the Instructions to Offerors, Standard Terms and Conditions, and Offer Agreement. County will make no payments for items not in the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

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

<table>
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<tr>
<th>ITEM #</th>
<th>ITEM NAME</th>
<th>ESTIMATED ANNUAL USAGE QUANTITY</th>
<th>UOM</th>
<th>UNIT PRICE $</th>
<th>EXTENDED AMOUNT $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Insecticide Treatment Complete Sewer System</td>
<td>35697</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Emergency Treatment Complete Sewer System</td>
<td>5000</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.

TOTAL BID

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give 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 renewal 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.

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

This section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for the County must include the vendor’s/manufacturer’s or retail price list and the discount percentage off utilized to get to include Discounted Unit
Price being offered to the County i.e. Manufacturer’s List Price – (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

<table>
<thead>
<tr>
<th>List MPL Document by Title, MPL Media &amp; Filenames or MPL Internet Address and Title(s)</th>
<th>Qty of Pages</th>
<th>Dated</th>
<th>Percentage Discount (Mfr List Price – (List price x Discount %) = Discounted Unit Price)</th>
</tr>
</thead>
</table>

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously defined unit pricing.

**Standard Payment Term Net (30)** is effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County’s payment system or 2) County Financial Operations receives and verifies Contractor’s invoice.

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

Optional Early Payment Discount Percent: ______ % if payment tendered within ______ Days as indicated above.

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

All Invoice documents will reference the County’s DO or DOM 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 document. County may return invoices that include line items or unit prices that do not match those documented by the County’s order to Contractor unprocessed for correction. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County’s DO or DOM document. 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 Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County’s order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County’s DO or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. **DELIVERY**:

“On-Time” delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO or DOM document.

- Packet Pickup Location:
  Conveyance Division
  3355 N. Dodge Blvd.
  Tucson, AZ 85716

Contractor guarantees delivery of product or service in less than fifteen (15) calendar days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.
10. **TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

11. **OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2200041 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor’s Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County’s Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

12. **INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor’s insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an “A.M. Best” rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

**Commercial General Liability (CGL)** – Occurrence Form with limits of $2,000,000 Each Occurrence and $2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of $1,000,000 each accident.

**Workers’ Compensation (WC) and Employers’ Liability** – Statutory requirements and benefits for Workers’ Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer’s Liability coverage - $1,000,000 each accident and each person - disease.

**Claim-Made Insurance Coverage** - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- **Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

- **Subrogation:** The General Liability, Business Automobile Liability and Workers’ Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- **Primary Insurance:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.
Notice of Cancellation:
Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.

Verification of Coverage:
Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Approval and Modifications:
The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County’s failure to obtain a required insurance certificate or endorsement, the County’s failure to object to a non-complying insurance certificate or endorsement, or the County’s receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:
Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

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14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:
Is your firm SBE certified as defined by the solicitation “Instructions to Offerors” section? Yes ☐ No ☐ (select one)

If Yes, have you included your certification document? Yes ☐ No ☐ (select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.
15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: 

BUSINESS ALSO KNOWN AS: 

MAILING ADDRESS: 

CITY/STATE/ZIP: 

REMIT TO ADDRESS: 

CITY/STATE/ZIP: 

CONTACT PERSON NAME/TITLE: 

PHONE:  
FAX:  

CONTACT PERSON EMAIL ADDRESS: 

EMAIL ADDRESS FOR ORDERS & CONTRACTS: 

CORPORATE HEADQUARTERS ADDRESS: 

WEBSITE: 

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not ‘responsive’ and County may not evaluate them. Contractor’s submission of a signed offer agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement’s [”Other Documents”] section.

SIGNATURE: ___________________________  DATE: ___________________________

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: ___________________________

County Attorney Contract Approval “As to Form”.

Offer Agreement  
Revised 01.29.21
PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. OPENING:
Pima County ("County") will publicly open responses on the date and at the location as stated in the Invitation for Bid (IFB) or Request for Proposal (RFP). The County will read each respondent’s name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the evaluation process. County invites all interested parties to attend the bid opening.

2. EVALUATION:
County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

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 proposed by Contractor.

3. AWARD NOTICE:
County will post a Notice of Recommendation for Award for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

4. AWARD:
Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they 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 a proposal, 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 will govern, unless County accepts Contractor’s terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor’s acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION AND APPLICABLE LAW:
The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors’ terms or conditions is not in agreement with County’s terms and conditions as set forth herein, County's will 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 the County’s Procurement Code requires. 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 that County will receive.

    Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. 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 an authorized representative of County extends it to Contractor in writing.

    To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor’s responsibility. County reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all 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 is not 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, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

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

13. **INSPECTION:**
    County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor’s risk and County may return such goods 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 any waiver of any condition will not apply to subsequent shipments or deliveries.

14. **SHIPPING TERMS:**
    Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

15. **PAYMENT TERMS:**
    Payment terms are net thirty (30) days, unless the contract specifies otherwise.

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 the delivery meets all specification requirements.

17. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**
    In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, 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 MA or Purchase Order ("PO") and the 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 MA, PO or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by County in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:
Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal 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 County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

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 that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. 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 within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: http://www.pima.gov/procure, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements — Authorized Agencies.

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 MA, PO, and associated orders. County may require Contractor 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 MA, PO 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 comply 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 that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. 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 filed and maintained in a court of the State of Arizona in Pima County.

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

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

25. **CANCELLATION FOR CONFLICT OF INTEREST:**
This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

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 RECORDS:**
Disclosure. 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 documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records “CONFIDENTIAL.” In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

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 the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that
may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has 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 in accordance with the Pima County Procurement Code, Section 11.20.010.

33. **TERMINATION:**
County reserves the right to terminate any MA, PO, Delivery Order, DOM 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 County and Contractor must promptly deliver them 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.

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: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; 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. **BOOK 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 parties may execute the MA or PO that County awards pursuant to this solicitation 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 MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

38. **AUTHORITY TO CONTRACT:**
Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.
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 MA, PO, DO or DOM 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 that it directly employs. 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 that a court finds 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:
For the procurement of services in the State of Arizona, 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 Section 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 ensure 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 Section is the responsibility of Contractor. In the event that remedial action under this Section 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 County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.
44. **ISRAEL BOYCOTT CERTIFICATION:**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of $100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

*END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS*
ATTACHMENT A: Vector Manhole Cockroach Treatment Scope of Services (7 Pages)

1. INTRODUCTION:
The purpose of this contract is to specify the terms and conditions whereby the Contractor agrees to provide Vector Control through manhole treatment services using Regional Wastewater Reclamation Department (RWRD) Conveyance approved insecticides as described herein. This contract will provide for a pro-active application process where one half of the system manholes are treated each year, taking advantage of the insecticide product's two-year warranty.

The RWRD Conveyance sewerage systems consist of nearly 3,585 miles of separate public sanitary sewers. The estimated 68,736 manholes and 8,223 cleanouts in the system are located throughout Eastern Pima County. This includes the jurisdictions of the City of Tucson, South Tucson, and the neighboring towns of Marana, Oro Valley, and Sahuarita. This also includes the unincorporated communities of Summerhaven (Mt. Lemmon), Arivaca Junction, Avra Valley, Green Valley, Corona de Tucson, and Catalina. It is estimated that 2% of the manholes in the Tucson metropolitan area will be difficult to access, while 10% of the manholes in the outlying regions will be difficult to access.

The Contractor shall operate the program as currently designed by RWRD Conveyance and shall serve as a representative of Pima County in the field. RWRD Conveyance will maintain daily oversight and control of all work order issuances, work order returns, and associated database management tasks.

All references to manholes in this scope of work are inclusive of features of the public sanitary sewerage conveyance system; such as manholes (proper) and cleanouts unless otherwise noted.

2. SCOPE OF WORK (SOW):
The purpose of the manhole treatment services for Vector Control is to minimize the cockroach population for the health protection of the general public and for the workers maintaining the system. This population resides primarily in the public sanitary sewerage conveyance system. The program will be designed to treat 50% of the involved public system features each year. Treatment of all individual manholes and cleanouts shall be every two years, coinciding with the warranty period of the specific insecticide used.

The contractor shall be required to:

2.1. Coordinate all of the work activities, to guarantee minimum interference with normal sanitary sewer operating conditions and procedures while insuring no release of sewage.
2.2. Plan and schedule all project activities for each week, to insure the timely completion of the SOW.
2.3. Comply with all Municipal, County, State, and Federal regulations and ordinances pertaining to the activities and materials of this contract (i.e. impact on endangered species and protected ecosystems, traffic control requirements and limitations, noise ordinances, work hour restrictions, application certification, and OSHA requirements).
2.4. Perform field reconnaissance to locate and access manholes and cleanouts when necessary.
2.5. Develop procedures for accessing and treating welded, bolted, and access restricted manholes.
2.6. Coordinate all traffic control requirements with appropriate jurisdictions.
2.7. Inspect the condition of the system/feature and notify RWRD Conveyance of any maintenance requirements.
2.8. Communicate with the public in an effective, efficient, and professional manner.
2.9. Apply a RWRD Conveyance approved insecticide in accordance with the manufacturer’s recommendations.
2.10. Complete the treatment of all exposed manholes and cleanouts within each Section.
2.11. Notify RWRD Conveyance of any sewer base map corrections, errors, or additions.
2.12. Perform all required quality control of field crew application and documentation.
2.13. Submit completed Section work orders as required by RWRD Conveyance.
3. **TRAINING- (Contractor’s Field and Supervisory Personnel):**

3.1. **Classroom Training Session:**
During the classroom training session, the Contractor’s personnel will be presented with an overview of the operation of Pima County’s sanitary sewerage conveyance system, characteristics unique to this system (i.e. manhole inserts, flow meters, H2S meters) and examples of abnormal conditions that shall require emergency/immediate notification to RWRD Conveyance. Personnel will be instructed on how to use the sewer base maps and how to fill out the RWRD Conveyance Cover sheet for the individual Quarter Sections. During this classroom session, personnel will also be instructed in the RWRD Conveyance health and safety standard procedures and applicable environmental impact issues.

3.2. **Field Training Session:**
The field session will contain a sampling of access and locating problems, signs of abnormal conditions, and review of establish protocols for the variety of situations that field crews will encounter in their daily work. Proper manhole cover removal techniques and manhole insert removal and inspection procedures will be demonstrated. Potential environmental impacts and related avoidance/mitigation protocols will be observed and discussed.

3.3. **Attendance Requirements:**
All field and supervisory personnel shall attend. After completing the initial training, the Contractor shall schedule all replacement personnel for training by RWRD Conveyance as provided in the initial training program. The training of replacement personnel will be performed at the earliest convenience by RWRD Conveyance.

4. **WORK ORDER PACKET (WOP) MANAGEMENT:**
The Services provided under this task relate to monitoring the progress and performance of the Contractor and Subcontractors. The Contractor selected for this project shall be responsible for the effective, timely, efficient, and environmentally sound completion of the required work by planning and scheduling all project activities for each week.

Planning shall include a review of:
- The sewer base maps and all field reconnaissance to locate and access manholes and cleanouts in remote areas and in areas with difficult access such as washes and restricted easements.
- Specific maintenance instructions within each Section as provided by RWRD Conveyance.

Scheduling includes providing for appropriate traffic control and work notification during restricted time periods or at restricted locations.

4.1. **Subcontractor Management:**
Due to the extent of this project, it is possible that one or more subcontractors and/or subcontractor crews may be required to complete the tasks. With RWRD Conveyance pre-approval, the Contractor may utilize qualified, pre-trained subcontractors to assist in the work that the Contractor is performing. The Contractor shall be responsible for ensuring that the work of the subcontractors is performed within the guidelines established herein, completed in a timely manner, and shall not adversely impact the overall project schedule.

4.2. **Traffic Control:**
If work takes place in the traveled portion of a public right-of-way, the Contractor shall be responsible for providing, operating, and maintaining all necessary traffic control and safety devices as required by the appropriate regulating departments or agencies of all towns or jurisdictions included in Pima County. The Contractor shall contact the Traffic Engineers of the
respective Public Works or Transportation Departments of each governmental agency to comply with the traffic control requirements of that jurisdiction prior to the start of any work. Traffic control requirements and notification procedures from each affected jurisdiction shall be submitted to RWRD Conveyance prior to the Notice to Proceed. The Contractor shall acquire and document all necessary permits.

If the work is within or across a State of Arizona or Southern Pacific Railroad right-of-way or the right-of-way or property of another public or private entity, the Contractor shall be required to secure the proper rights of entry, permits and/or permission required to perform work within these properties.

4.3. **Work Order Packet (WOP) Management:**
The WOP includes work orders and quarter section maps which make up the formal documentation of the work performed. These work order packets will also serve as regulatory documentation as required by the Arizona Office of Pest Management.

Contractor’s Pest Control Technician (PCT) shall collect a WOP for the area to be treated. The maps will be used to locate and treat manholes and cleanouts within that section. Completed work orders and maps shall document each manhole or feature: which ones were treated, which ones were Unable to Locate (UTL), All required fields must be completed prior to acceptance by RWRD Conveyance.

WOPs will be issued in the sequence established by RWRD Conveyance and must be completed in the order given. It is the Contractor’s responsibility to track the status of each cover sheet and map. Once WOPs have been completed, PCT shall turn Packets in at the Contractor’s Office for processing. Completed WOP(s) with invoice(s) must be submitted to Conveyance within (15) business days from the date WOPs were issued to the PCT.

All completed WOP(s) with invoice(s) submitted to Conveyance will be reviewed and approved prior to submitting it to the Financial Department for payment. Each review will take no more than ten (10) business days after submittal. Any deficiencies found during RWRD Conveyance review shall be corrected and re-submitted by the Contractor. Re-submissions will not take more than five (5) business days for review.

4.4. **Quality Control:**
The Contractor shall be responsible for daily quality control of work performed by its staff and subcontractors and will ensure that all work is performed to the highest standards and that documentation is complete and accurate.

5. **EMERGENCY SPRAYS:**
Contractor will provide Pest Control Technicians for emergency call outs to be sprayed within 48 hours.

6. **FIELD REQUIREMENTS:**

6.1. **Health and Safety Requirements:**
The Contractor shall follow the health and safety procedures as described under Training.

The Contractor shall make every effort to clearly identify its equipment, vehicles, and personnel as RWRD Conveyance authorized agents for this project. Contractor and subcontractor field personnel shall wear safety vests at all times and carry a copy of a RWRD Conveyance project description letter at all times.

The Contractor shall utilize all measures necessary to protect all equipment and personnel from contact with wastewater. This includes protecting the spray wand and other equipment that have the potential to contact the interior of the manhole, from cross contaminating equipment and personnel.
Good general personal and equipment hygiene principles and protection shall be adhered to, and personal protection equipment (PPE) shall be available to all employees to prevent or minimize the exposure to raw sewage at all times.

No entrance, for any reason, into the public sanitary sewage system’s confined spaces shall occur without the prior, expressed consent of RWRD Conveyance, and the utilization of the required safety provisions. RWRD Conveyance maintains a record of all manhole entries by authorized personnel and contractors.

The Contractor shall be responsible to inform its personnel that most of the field work in this contract is to be carried out in operating, active gravity sanitary sewerage conveyance lines and related facilities (manholes, cleanouts, and meters). Any entry into the related sanitary manholes may involve, but not be limited to, exposure to one or more of the following hazards:

- Pathogenic micro-organisms
- Oxygen-Deficient atmosphere
- Flammable atmosphere
- Toxic atmosphere
- Temperature extremes
- Engulfing hazards
- Excessive noise
- Slick or wet surfaces
- Falling objects
- Insects: including Bees, Spiders, Snakes, and Cockroaches
- Insect Pesticides
- Lifting heavy objects
- Climbing
- At the Pump Stations
- Septic Sewage
- Water depth in wet wells
- Electrical Hazards

All insecticide containers shall be properly labeled and identified, and a copy of all product MSDS must be carried by field personnel at all times. Empty containers shall be disposed of by the Contractor and in accordance with all applicable regulations.

6.2. **Easement and Access Requirements:**

The Contractor is expected to access manholes and cleanouts within public rights of way or easements while, at the same time respecting private property rights.

The manholes to be encountered shall fall into three classes for application feasibility:

- Primary green (clear access or pavement).
- Secondary yellow (limited or no vehicle access).
- Red (no access due to terrain, buried or environmental/easement issue).

Insecticide shall be applied to only the green and yellow class manholes. RWRD Conveyance shall make the determination of the class of manhole for application feasibility. The Contractor shall contact RWRD Conveyance concerning any manholes the Contractor considers red for reclassification.

The Contractor shall notify residents in advance when operating vehicle outside the sewer easement over private property and every attempt shall be made to minimize the environmental impact when utilizing non-standard access to private property.
The Contractor may expect that many of the involved easements are heavily vegetated or landscaped. This situation is found in or around residential neighborhoods where public easements are not clearly marked or established, and some degree of landscaping encroachment has been tolerated. Contractor shall be expected to make a reasonable attempt at locating all hard to find manholes and cleanouts.

Vehicular access to manholes and cleanouts shall be limited to cleared right-of-ways and access roads. An ATV or other low-impact access vehicle shall be used when necessary to minimize damage to the existing vegetation. Access through washes and other viable routes will be allowed only with prior approval by RWRD Conveyance.

6.3. **Public Contact:**
Any requests from news agencies or private citizens for information or coverage shall be directed to the RWRD’s Community Relations.

At all times Contractor personnel shall be courteous and professional when dealing with the general public.

6.4. **Observation and Emergency Notification Requirements:**
The Contractor shall visually inspect each manhole or cleanout when it is opened, and prior to application of the insecticide to identify; sanitary sewer overflows, hazardous materials, waste, or any other type of potential problem that could have a negative environmental impact on the immediate area.

The Contractor shall immediately report to RWRD Conveyance any condition found in the system requiring maintenance.

If a situation is deemed an emergency, the Contractor shall *immediately* report the situation to:

<table>
<thead>
<tr>
<th>24 Hours a day</th>
<th>Operations Control Center / Central Control Room</th>
<th>(520) 724-3400</th>
</tr>
</thead>
</table>

The following information shall be provided:
- Facility feature number
- Address
- Location (major cross streets and local area description)
- How to access the area, and if there are any special conditions that the response team needs to know about the area (private property, gates, fences, or vehicle size limitations)
- Best description of the situation/problem

The Contractor shall not spray a manhole with an emergency condition until after RWRD Conveyance has cleared the emergency.

Emergency conditions include but are not limited to:
- Partial and full line blockages
- Surcharging manholes
- Collapsed structures (benches, crowns, and walls)
- Missing or offset manhole covers, frames, and cement collars
- Bee Hives

6.5. **Application Site Requirements:**
The Contractor shall supply all the necessary equipment and supplies to treat every exposed manhole and cleanout identified on the quarter section sewer base maps. Exposed manholes are
those manholes at grade, uncovered, or above grade. Quarter section maps shall be used to document the completion of work within any TRS.

All manholes and cleanouts shall be sprayed with the County approved insecticide.

The Contractor shall use substantial effort when searching for all exposed manholes. Crews shall be aware that the manhole locations depicted on sewer base maps are not exact, and that actual location may vary substantially.

The Contractor shall also supply all equipment and supplies necessary to open rectangular, watertight, hatch, welded and bolted manhole covers. Opened welded manhole covers shall be noted on the map in order for RWRD Conveyance to complete welding follow-up.

After insecticide is applied, the Contractor shall mark next to every sprayed feature the letter designating which product was applied, the month, and the year (i.e. I 09-05= Insecta applied in Sept. 2005). The paint color shall be Blue Stake “sewer green”, the writing shall be legible, and no more than four (4) inches tall.

The Contractor shall be responsible for properly removing, cleaning, and re-installing all manhole inserts located in the manholes. Mark on the map for welded and rain inserts.

7. **Insecticide Application Requirements:**
   The selected insecticides shall be in compliance with the manufacturer’s recommendation. Contractor staff spraying the manholes and cleanouts shall maintain current certification from the Arizona Office of Pest Management for the application of each insecticide used in this program for the duration of the contract.

   Any spill or over-spray of insecticide product or application of product outside of the manholes or cleanouts shall be reported to RWRD Conveyance immediately. The Contractor shall be responsible for all costs associated with the remediation of the spill or over-spray, and shall report all incidents of same to the proper authorities.

   Contractor shall be responsible to reimburse County for the mitigation of any damage caused by over-spraying and/or spilling of the insecticide that adversely impacts either the Conveyance System and/or the involved treatment plant. County will deduct the mitigation expenses from Contractor’s outstanding invoices.

   The Contractor shall be responsible for cleaning manhole walls to ensure proper adhesion. Any adhesion problems due to surface conditions shall be corrected by the Contractor at no additional costs to RWRD Conveyance.

8. **INSECTICIDE REQUIREMENTS:**

   8.1. **Insecticide:**
   The cockroach abatement applied to a structure must be guaranteed by bidder for a minimum of 2-years from the date of application. If fifty (50) or more live cockroaches are found at a treated structure during the warranty period, the structure must be re-treated by the awarded bidder within 10 calendar days at no additional cost to the County.

   The product to be applied will be a white, latex-based insecticide coating (Insecta EPA #45600-1, D-Fense SC Insecticide or equivalent approved by RWRD conveyance). The product must be proven effective for a minimum of two (2) years from date of application for controlling cockroach infestations and carry a two (2) year warranty on application and product effectiveness.
9. **COUNTY RESPONSIBILITIES:**

Review the submittals to determine if quality control procedures are being applied and if they are adequate and appropriate for the work presented.

Will do a quality check of 10% of each billing submitted.

Provide work order packets and sewer base maps.

Provide advice and guidance in addressing issues that may arise during the project.

Respond to all questions and issues that arise in as timely a manner as possible, given the limited resources and diverse tasks of the RWRD Conveyance Field Operations Division.

**END OF ATTACHMENT A**