



## **PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)**

**Solicitation Number:** 1000500 **Title:** Group Purchasing Organization Membership

**DUE IN AND OPENS:** NOVEMBER 19, 2009 AT OR BEFORE 10:00 A.M. LOCAL ARIZONA TIME

**Submit Proposal to:**

Pima County Procurement Department  
130 West Congress, 3rd Floor, Receptionist  
Tucson, Arizona 85701

**Pre-Proposal Conference: October 28, 2009 AT 10:00 A.M. AZ Time**

Pima County Procurement Department  
130 West Congress, 3rd Floor  
Tucson, Arizona 85701

**SOLICITATION:** Pima County is soliciting proposals from Offerors 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 Group Purchasing Organization Membership Service, per specifications called for herein for a one-year period with four (4) one-year renewal options.

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. Offerors are required to check this website for addenda prior to the Due In and Opens Date and Time to assure that the proposal incorporates all addenda. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm MST, at the address listed above.

A Pre-Proposal Conference will be held for the purpose of clarifying requirements and answering prospective offeror questions. 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 and encouraged.

Proposals shall be submitted 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 rejection as *non-responsive*. Offerors must complete and return those documents identified in the Instruction to Offerors Submission of Proposals instruction. Timely submittals will be opened and recorded promptly after the Due In Date and Time.

Proposals may not be withdrawn for 60 days after opening except as allowed by Pima County Procurement Code.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 CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSAL.

Questions and Deviation requests shall be submitted ***in writing*** (referencing Solicitation Number and Title) to Procurement Department, Attention: Nina Schatz ***No Later Than 10:00 A.M. Local Arizona Time on October 28, 2009 Deadline***. The County may not address questions and deviation requests received after this deadline date and time. Responses to questions and deviation requests may be answered via email or addenda to the solicitation.

**Fax:** (520) 791-6511

**email:** [Nina.Schatz@pima.gov](mailto:Nina.Schatz@pima.gov)

**USPO Mail to the following address:**

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

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

Nina Schatz  
Commodity/Contracts Officer

**Publish:** The Territorial: October 21, 22, 23 and 26, 2009

**INSTRUCTIONS TO OFFERORS**

**1. PREPARATION OF RESPONSES**

All proposals 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 proposal. Typewritten responses are **preferred**.

All proposals shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the proposal.

Surety 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. PRICING and OFFER DOCUMENTS**

Throughout this solicitation document, the meaning of *proposal* and *offer* are intended to be synonymous.

Offerors shall complete and submit their offers utilizing the forms provided by this solicitation. 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. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The proposal/offer certification 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. Failure to do so may be cause to reject the proposal as non-responsive.

All unit prices shall 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 price more favorable than those given to the County, that offeror shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by offeror shall include all costs required to implement and actively conduct and document cost control and reduction activities. Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destinations"). 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. Pima County reserves the right to question and correct obvious errors.

**3. GENERAL 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 proposals.

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 in the solicitation.

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

Items included in the proposal shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall 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. Deviation requests shall be submitted No Later Than 10:00 A.M. Local Arizona Time on October 28, 2009. Acceptance or rejection of said deviation request shall be at the sole discretion of the County and in accordance with Pima County Procurement Code.

Offerors are advised that conditional offers that do not conform to or that request exceptions to the published solicitation and addendums 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 offeror documentation, including and not limited to the following shall be provided by the successful offeror not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

**INSTRUCTIONS TO OFFERORS (continued)****4. OFFERORS MINIMUM QUALIFICATIONS**

In order for proposals to be evaluated and considered for award, proposals must be deemed **Responsive and Responsible**. To be deemed **“Responsive”**, the submitted offer documents shall conform in all material respects to the requirements stated by the solicitation. To be deemed **“Responsible”**, offerors shall document and substantiate their capability to fully perform all requirements defined by the solicitation. Factors considered include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and other factors required to provide the performance defined by the solicitation.

Offeror shall certify that they possess the minimum qualifications contained in **Exhibit A: Minimum Qualifications Verification Form (1 Page)**. Offeror shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the offeror’s proposal to be rejected as **Non-Responsive and/or Non-Responsible**.

**5. EVALUATION AND AWARD CRITERIA**

Pima County shall evaluate proposals deemed **Responsive and Responsible**. Proposals shall be evaluated according to the evaluation criteria set forth herein. Evaluation of cost shall be made without regard to applicable taxes.

**CRITERIA**

<b><u>CRITERIA</u></b>	<b><u>MAXIMUM POINTS</u></b>
A. Cost (Grand Total from Exhibit B)	65 points
B. Company Experience, purchasing power and program	15 points
C. Flexibility of membership	5 points
D. Availability of wide array of goods and services	5 points
E. Flexibility of medical/surgical distributor’s terms and conditions	5 points
F. Comparison analysis between Offeror and other GPO’s	5 points
Total	100 points

The evaluation criteria will be used by the evaluation panel when scoring the offeror’s answers to the questions contained in **Exhibit B: Questionnaire**. Offeror should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. The narratives along with required supporting materials should be evaluated and awarded points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.

**Evaluation Criteria**

The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria, unless otherwise indicated:

**A. Cost (0 to 65 points)**

Offerors shall provide cost information in compliance to Exhibit B: Price for RFP 1000500. All line items pricing in the Appendix A: Unit Prices for RFP # 1000500 shall be provided in order to be considered **RESPONSIVE**.

**COST POINTS CALCULATION**

Points for the cost will be calculated by the Procurement Department based on the Total Price Proposed (TPP) using the following formula:  $\text{Lowest Total Price Proposed Amount (LTPP)} / \text{TPP} \times \text{Maximum Points} = \text{Score}$ . Other proposals will be allocated points using the following formula:  $(\text{LTPP} / \text{Other TPP}) \times \text{Maximum Points} = \text{Score}$

**B. Company experience, purchasing power and program (0 to 15 points)**

Offerors should include in their proposals documentation describing the extent of their experience, purchasing power and programs.

Points for the company experience, purchasing power and program will be based on documented successful experience, purchasing power at the market place and member programs.

**C. Flexibility of membership (0 to 5 points)**

Offerors should provide compliance policy for review.

Points for the Flexibility of Membership will be based on Offeror’s compliance policy.

**INSTRUCTIONS TO OFFERORS (continued)****D. Availability of wide array of goods and services (0 to 5 points)**

Offerors shall provide a list of goods and services available.

Points for the availability of wide array of goods and services will be based on how many types of contracts available within the GPO.

**E. Flexibility of medical/surgical distributor's terms and conditions (0 to 5 points)**

Offerors shall provide the information as requested in Exhibit C.

Points for the flexibility of medical/surgical distributor's terms and conditions will be based on answers provided in Exhibit C.

**F. Comparison analysis between Offeror and other GPO's (0 to 5 points)**

Offerors shall provide a comparison analysis data.

Points for the comparison analysis between Offeror and other GPO's will be based on the offeror's thorough report based on a 3<sup>rd</sup> party data.

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

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

**6. SUBMISSION OF OFFERS**

Offerors are to complete, execute and submit **one original and four (4) copies** of the required documents. The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation that includes and may not be limited to the following:

**6.1. Exhibit A: Minimum Qualifications Verification Form**, fully completed as requested, including the required documentation.

**6.2. Exhibit B: Price for RFP 1000500 and Appendix A**, fully completed as requested, including one (1) Appendix A in Excel Spreadsheet on CD-ROM.

**6.3 Exhibit C: Questionnaires**, fully completed as requested, including all requested documentation.

**6.4. Exhibit D: Sustainability Questionnaires**, fully completed as requested.

**6.5. Proposal Certification Form**, fully completed and signed as requested.

The proposal shall be bound and indexed in the order as indicated above with the exception of Exhibit D Reference documents which shall be submitted by the selected Reference Firms. Please do not use 3-ring hard cover binders.

Proposals must be received and time stamped at the specified location at or before the *Due Date/Time* as defined by the *Request For Proposals*. Unless specifically requested (References) facsimiles or e-mail of proposals will not be accepted. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. **Proposals and modifications received after the *Due Date/Time* will not be accepted or will be returned unopened.** Timely submittals will be opened and recorded promptly after the *Due Date/Time*.

Proposals **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 *Due Date/Time* specified by the *Request For Proposals*.

**INSTRUCTIONS TO OFFERORS (continued)**

Failure to comply with the solicitation requirements may be cause for the offeror's proposal to be rejected as *non-responsive* and not evaluated.

**7. BEST AND FINAL OFFER**

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

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

**8. COMPLIANCE WITH AGREEMENT**

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

**9. INQUIRIES**

Offerors may submit questions until the close of business as specified by the *Pre-Proposal Conference Date*. If a prospective offeror believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the offeror shall notify the Pima County Procurement Department in writing identifying the issue with suggested solution prior to the closing time set for receipt of the solicitation proposal. Issues identified less than 8 days prior to the solicitation opening date may not be answered.

Any question related to this solicitation shall be directed to the Commodity/Contracts Officer of this RFP. The offeror shall not contact or ask questions of the department for whom the requirement is being procured. The questions must be submitted in writing. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. The County may issue a formal written addendum containing clarifications or modifications of the RFP requirements, if deemed advantageous or necessary. Only questions or issues answered by formal written addendum will be binding. Addendum will be posted on the Pima County Procurement Solicitation Website: <http://www.pima.gov/procure/ifbrfp.htm>.

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 will be made to any offeror as to the meaning of any of the solicitation documents.

**10. 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 Registration and Messaging Portal (VRAMP). The portal 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, VRAMP 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, VRAMP and commodity codes used to define products and services for which the Vendor is capable of providing, are located at the Procurement Internet page: [www.pima.gov/procure](http://www.pima.gov/procure).

**END OF INSTRUCTIONS TO OFFERORS**

**PIMA COUNTY STANDARD TERMS AND CONDITIONS (07/30/09)**

**1. OPENING:**

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

**2. EVALUATION:**

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

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

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

**3. AWARD NOTICE:**

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

**4. AWARD:**

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

**5. WAIVER:**

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

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

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

**7. INTERPRETATION and APPLICABLE LAW:**

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

**8. WARRANTY:**

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

**9. QUANTITY:**

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed blanket contract, purchase order or contract revision or amendment as required by COUNTY Procurement Code except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

**PIMA COUNTY STANDARD TERMS AND CONDITIONS (07/30/09)**

**10. PACKING:**

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements. All packages shall bear the content(s) quantity, product identification, purchase order number, and destination address plainly marked in indelible ink on the exterior of each package.

**11. DELIVERY:**

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

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

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

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

**12. SPECIFICATION CHANGES:**

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

**13. INSPECTION:**

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

**14. SHIPPING TERMS:**

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

**15. PAYMENT TERMS:**

Payment terms are net 30, unless otherwise specified by the agreement documents.

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

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

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

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

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purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

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

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

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

**20. PATENT INDEMNITY:**

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

**21. INDEMNIFICATION:**

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

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

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

**23. COMPLIANCE WITH LAWS:**

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in COUNTY.

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

**24. ASSIGNMENT:**

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

**25. CONFLICT OF INTEREST:**

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

**26. NON-DISCRIMINATION:**

CONTRACTOR agrees that during the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. CONTRACTOR shall comply with the provisions of Arizona Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this Contract as if set forth in full herein.

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

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

**28. PUBLIC INFORMATION:**

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

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

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

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

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

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

**PIMA COUNTY STANDARD TERMS AND CONDITIONS (07/27/09)**

tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by the Contractor result in additional costs to the COUNTY the Contractor agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

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

**31. NON-EXCLUSIVE:**

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

**32. PROTESTS:**

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

**33. TERMINATION:**

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

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

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: blanket contract; purchase order; offer agreement or contract attached to a blanket contract or purchase order; standard terms and conditions; other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold

COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

**36. BOOKS AND RECORDS:**

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

**37. COUNTERPARTS:**

The blanket contract, purchase order or contract awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the blanket contract, purchase order or contract, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding blanket contract, purchase order or contract, if all other requirements for execution have been met.

**38. AUTHORITY TO CONTRACT:**

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

**PIMA COUNTY STANDARD TERMS AND CONDITIONS (07/30/09)**

**39. FULL AND COMPLETE PERFORMANCE:**

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

**40. SUBCONTRACTOR:**

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

**41. SEVERABILITY:**

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

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**  
**(July 30, 2009)**

**SPECIAL TERMS AND CONDITIONS**

**1. INTENT:**

The intent of this Request For Proposal is to establish full service membership with a Group Purchasing Organization (GPO.) The membership will enable Pima County to utilize the GPO's national level volume contract pricing. The full service shall include, but is not limited to, medical/surgical, pharmaceuticals, dental, radiology, laboratory, nutritional, capital equipment, and facility maintenance. Under this Agreement County may order from time to time by issuance of Blanket Contract(s) or Purchase Order(s) to GPO's contracted vendors against the agreement.

**2. AGREEMENT TERM, RENEWALS & REVISIONS:**

The initial term of the agreement will be for a one-year period and include four (4) one-year renewals.

**3. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

All goods and services shall conform to the Instructions to Offerors, Standard Terms and Conditions and Special Terms and Conditions as modified or added to by the **Sample Agreement**.

**4. SAMPLE AGREEMENT:**

A copy of the Sample Agreement is included for review. Each respondent, by submitting a proposal, will be certifying that the Sample Agreement is acceptable as written, unless exceptions are taken and specific alternate language proposed. Exceptions which include language unacceptable to Pima County may be cause for the respondent's proposal to be rejected as *Non-Responsive and not evaluated*. The Agreement will be entered into by and between Pima County and the successful respondent. Pima County reserves the right to negotiate any terms or conditions if it is determined to be in the best interest of the County. It is not necessary to return sample agreement.

**5. PRICING**

All Unit Prices shall include all incidental and associated costs to comply with the *Instructions to Respondents, Standard Terms and Conditions* and these *Special Terms and Conditions*.

Quantities listed on **Appendix A: Unit Price For RFP #1000500** are 80% of the volume and 20% of the total item for medical/surgical supplies from July 2008 to June 2009. These products and quantities are for evaluation purposes only. Pima County reserves the right to increase or decrease these amounts as circumstances may require during the contract period. No minimum or maximum guarantee is made to the size of a project or the exact amount of work to be performed.

The estimated annual medical supplies expenditure is about \$1,000,000.00. Pima County may order goods and services other than medical supplies on an as needed basis.

For the price evaluation purpose, all pricing shall be FOB delivered to the various County Departments. Pricing shall be brand contained in Appendix A with exception of gloves. Gloves will be Offeror's choice with quality gloves.

Offeror shall submit pricing with distributor's mark-up that is most advantageous to the County. The distributor name and mark-up percentage shall be indicated on the Price Page (Page 10.)

**6. CERTIFICATION FORM:**

The certification form must be completed and signed by the Offeror. Failure to complete and sign this form shall be cause for Offeror's proposal to be rejected.

**7. ACCEPTANCE OF SERVICES AND PRODUCTS:**

Acceptance of the goods and services defined by the agreement shall be given by designated staff of various County Departments.

**8. BILLING:**

GPO's contract vendors shall submit Request(s) for Payment/Invoices to various County Departments for goods and services provided in accordance with the agreement. Said documents shall reference the County Purchase Order number under which the charges authorized, and assign and reference all charges to a particular line item defined by the agreement.

**END OF SPECIAL TERMS AND CONDITIONS**

**EXHIBIT A: MINIMUM QUALIFICATIONS VERIFICATION FORM****RESPONDENT'S NAME:** \_\_\_\_\_

Respondent shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* shall be cause for the Offeror's proposal to be rejected as ***Non-Responsive and/or Non-Responsible***.

Provide documented and verifiable evidence that your firm satisfies the following Minimum Qualifications, and indicate what/if attachments are submitted.

ITEM NO.	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECT ONE) A No answer shall be cause of your offer deemed Non-Responsive	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	Respondent must have Group Purchasing Organization Membership Service in areas of medical equipment and supplies, pharmaceuticals, dental, radiology, laboratory, nutritional, and capital equipment.	YES  NO	
2	Respondent must have on-line access to the County for its goods and services contracts.	YES, provide your URL  NO	
3	Respondent agrees that all Pima County departments are able to purchase goods and services through the membership agreement.	YES  NO	

\_\_\_\_\_  
PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER

**EXHIBIT B: PRICE FOR RFP # 1000500**

**RESPONDENT'S NAME:** \_\_\_\_\_

**1. Appendix A: Unit Price For RFP # 1000500 Extended Cost With Distributor's Mark-Up:**

\$ \_\_\_\_\_ /Per Year

- **Medical/Surgical Distributor's Name**

\_\_\_\_\_

- **Distributor's Mark-Up:** \_\_\_\_\_ %

**2. Membership Fee (If any):** \$ \_\_\_\_\_ /Per Year

**3. Any other costs associated with the membership:**

<u>DESCRIPTION</u>	<u>COST</u>
_____	\$ _____ / Per Year
_____	\$ _____ /Per Year
_____	\$ _____ /Per Year

**4. Any incentive cost benefit associated with the membership:**

<u>DESCRIPTION</u>	<u>COST</u>
_____	\$ _____ / Per Year
_____	\$ _____ /Per Year
_____	\$ _____ /Per Year

**5. Exhibit B Grand Total From Aforementioned 1 Through 4:** \$ \_\_\_\_\_ /Per Year

\_\_\_\_\_  
PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER

**EXHIBIT C: QUESTIONNAIRES**

**RESPONDENT'S NAME:** \_\_\_\_\_

The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria unless otherwise indicated.

**A. Cost (0 to 65 points)**

Will be evaluated and scored by the Procurement Department.

**B. Company Experience, purchasing power and program (0 to 15 points)**

1. Provide a brief history of your group.
2. Describe the total purchasing power of your group.
3. Provide total number of facilities currently served by your group.
4. Describe available programs to the members.

**C. Flexibility of membership (0 to 5 points)**

Describe the compliance policy, whether the membership agreement allows County to choose from any goods and services that are deemed the most advantageous to the County.

**D. Availability of wide array of goods and services (0 to 5 points)**

Provide a list of goods and services available.

**E. Flexibility of medical/surgical distributor's terms and conditions (0 to 5 points)**

1. Provide a brief description of your bidding and award processes.
2. Describe the terms and conditions of the agreement.
3. Describe whether the member would be able to negotiate its own terms and condition with prime medical/surgical distributor.

**F. Comparison analysis between Offeror and other GPO's (0 to 5 points)**

1. What sets your organization apart from other GPO's?
2. Provide comparison analysis between your organization and other GPO's.

\_\_\_\_\_  
PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER

**EXHIBIT D: SUSTAINABILITY QUESTIONNAIRE**

**RESPONDENT'S NAME:** \_\_\_\_\_

Pima County desires to contract with Companies that incorporate Sustainable practices in their own operations:

1. Does your Company promote a philosophy and/or maintain policies on waste prevention, reduction, recycling and/or reuse of your Company's material resources? **(Circle one): Yes No**
2. Does your Company utilize environmentally preferable materials in your operations, including purchase of locally produced/manufactured products to minimize transport**(Circle one): Yes No**
3. Does your Company utilize alternative energy such as solar or wind energy, and use of bio-diesel or other alternative fuels in support of your Company's energy needs. **(Circle one): Yes No**
4. Does your Company's internal office practices lessen the impact on non-renewable resources and global climate change (reduction in water, energy, or paper use, minimization of hazardous materials use, compressed or flexible work week schedules, etc.) **(Circle one): Yes No**

Answers to the above questions have no bearing on evaluation and award of contract.

\_\_\_\_\_  
PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER

**PROPOSAL CERTIFICATION FORM**

**OFFEROR LEGAL NAME:** \_\_\_\_\_

**BUSINESS ALSO KNOWN AS:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**REMIT TO ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**CONTACT PERSON NAME/TITLE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_

**E-MAIL ADDRESS TO WHICH ORDERS CAN BE TRANSMITTED:** \_\_\_\_\_

**CORPORATE HEADQUARTERS LOCATION:**

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

Offeror acknowledges that the following solicitation addenda have been incorporated in their offer:

<b>Addendum #</b>	<b>Date</b>	<b>Addendum #</b>	<b>Date</b>	<b>Addendum #</b>	<b>Date</b>

By signing and submitting this Certification Form, the undersigned certifies that they are legally authorized to represent and bind the "Offeror" 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 but may not be limited to the Instruction to Offerors, Pima County Standard Terms & Conditions, Special Terms and Conditions, and **Sample 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.

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

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

\_\_\_\_\_  
**MAILING ADDRESS**

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

**SAMPLE CONTRACT**

<p><b>PIMA COUNTY COUNTYWIDE CONTRACT]</b></p> <p><b>PROJECT:</b> Group Purchasing Organization Membership</p> <p><b>CONTRACTOR:</b> [awardee legal name]</p> <p><b>FUNDING:</b> Various Funds</p>	<p>(STAMP HERE)</p>
--	---------------------

THIS CONTRACT entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and [Legal Name as documented by the ACC or sole proprietorship], hereinafter called CONTRACTOR.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONTRACTOR to provide Group Purchasing Organization Membership services; and

WHEREAS, CONTRACTOR submitted the most advantageous response to County for Solicitation No. 1000500 for said services.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES**

This Contract, as awarded by the Board Of Supervisors, shall commence on [MO/DATE/YEAR] and shall terminate on [MO/DATE/YEAR], unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to four (4) additional one-year periods or any portion thereof.

Any modification, or extension of the contract termination date, shall be by formal written amendment executed by the parties hereto.

Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

**ARTICLE II – SCOPE OF SERVICES**

This Contract establishes the agreement under which the CONTRACTOR will provide COUNTY with products and services in accordance with CONTRACTOR'S proposal.

CONTRACTOR shall provide COUNTY the services as defined in this Contract. All services shall comply with the requirements and specifications as called for in this Contract and solicitation documents contained or referenced in Pima County Solicitation No. 1000500, these documents are incorporated into the Contract the same as if set forth in full herein.

**ARTICLE III – COMPENSATION AND PAYMENT**

CONTRACTOR may be compensated by CONTRACTOR'S suppliers with products or services procured by COUNTY under the Group Purchasing Organization Membership.

**ARTICLE IV - INSURANCE**

CONTRACTOR 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. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;
- 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.

CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the COUNTY of cancellation, non-renewal or material change.

**ARTICLE V - INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**ARTICLE VI - COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

**ARTICLE VII - INDEPENDENT CONTRACTOR**

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from

any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

#### **ARTICLE VIII - SUBCONTRACTOR**

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

#### **ARTICLE IX - ASSIGNMENT**

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

#### **ARTICLE X - NON-DISCRIMINATION**

CONTRACTOR shall not discriminate against any COUNTY employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out CONTRACTOR'S duties pursuant to this Contract. CONTRACTOR shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Contract by reference as if set forth in full herein.

#### **ARTICLE XI - AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

#### **ARTICLE XII - AUTHORITY TO CONTRACT**

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

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

#### **ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST**

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

#### **ARTICLE XV - TERMINATION**

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

Solicitation # 1000500

This Contract may be terminated at any time without advance notice and without further obligation to the COUNTY when the CONTRACTOR is found by COUNTY to be in default of any provision of this Contract.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

#### **ARTICLE XVI - NOTICE**

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:

[Department Director Name/Address]

CONTRACTOR:

[Name, legal address, fax/phone of

Contractor Officer submitting bid]

#### **ARTICLE XVII - NON-EXCLUSIVE CONTRACT**

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

#### **ARTICLE XVIII - OTHER DOCUMENTS**

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in the Pima County Solicitation No. 1000500 including the Invitation For Proposals, Instructions to Offerors, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, CONTRACTOR'S Proposal and on other information and documents submitted by the CONTRACTOR in its' response to Solicitation No. 1000500. 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.

#### **ARTICLE XIX - REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

#### **ARTICLE XX - SEVERABILITY**

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

#### **ARTICLE XXI - BOOKS AND RECORDS**

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

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

#### **ARTICLE XXII – PUBLIC INFORMATION**

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

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

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

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

### **ARTICLE XXIII – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

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

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

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

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

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

**ARTICLE XXIV – SCRUTINIZED BUSINESS OPERATIONS**

Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

**ARTICLE XXV - ENTIRE AGREEMENT**

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

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

**PIMA COUNTY**

**CONTRACTOR**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date

**APPENDIX A: UNIT PRICE FOR RFP # 1000500**

LINE NO.	MFG NAME	MFG ITEM #	DESCRIPTION	PCS/UM	EST. ANNUAL USAGE	GPO UNIT PRICE\$	GPO EXT. COST	GPO COST WITH DISTRIBUTOR MARK-UP
1	(fill in your mfg name)	(fill in your mfg #)	GLOVE EXAM MED NITRILE LF PF	100/BX	16,590			
2	(fill in your mfg name)	(fill in your mfg #)	GLOVE EXAM LG NITRILE LF PF	100/BX	14,470			
3	ABBOTT NUTRITION	50604	SET QUANTUM SPIKE W/FLUSH	30/CS	282			
4	SAGE PRODUCTS INC	7503	WASHCLOTH PERINEAL CMFRT SHLD	90/CS	226			
5	SCA HYGIENE PRODUCTS	67914	BRIEF ADLT XL	60/CS	847			
6	SCA HYGIENE PRODUCTS	67300	DIAPER BRIEF ADLT LG	80/CS	611			
7	(fill in your mfg name)	(fill in your mfg #)	GLOVE EXAM XL LF NITRILE PF	100/BX	4,105			
8	FIRST QUALITY PROD.	UP-100	UNDERPAD 30x30 PEACH	100/CS	676			
9	MALLINCKRODT MED. TPI	6DIC	CANNULA INNER #6	10/BX	393			
10	(fill in your mfg name)	(fill in your mfg #)	GLOVE EXAM SML NITRILE LF PF	100/BX	3,120			
11	AMSINO INTERNATIONAL, INC	AS015	SYR IRRIG PISTON 60CC	50/CS	755			
12	ABBOTT NUTRITION	53124	JEVITY READY-TO-HANG 1000ML +	8/CS	457			
13	ABBOTT NUTRITION	57703	GLUCERNA SELECT 1L RTH	8/CS	251			
14	ABBOTT NUTRITION	50902	GLUCERNA CAL 1.2L 1500ML	6/CS	183			
15	ATTENDS HEALTHCARE PRO	H-3030	UNDERPAD 30x30" LF	150/CS	580			
16	MALLINCKRODT MED. TPI	8DIC	CANNULA INNER #8	10/BX	280			
17	AMSINO INTERNATIONAL, INC	AS385	KIT SUCTION CATH 14F 2-GLV	50/CS	375			
18	ATTENDS HEALTHCARE PRO	FCP-3030	UNDERPAD 30x30	60/CS	285			
19	KIMBERLY CLARK	69571	COVER BOOT FULL REG UNIV LF N	150/CS	77			
20	ABBOTT NUTRITION	57935	NUTRITION JUVEN ORNG 23G .81o	30/CT	133			
21	ABBOTT NUTRITION	51204	PULMOCARE 1000ML READY TO HAN	8/CS	136			
22	KENDALL HEALTHCARE	8881850510	NDL SAFETY 25Gx1" LF	50/BX	567			
23	SAGE PRODUCTS INC	6571	KIT SUCTION ORAL BRUSH	100/CS	41			
24	TELEFLEX - HUDSON RCI	1571	HUMIDIFIER AQUA+ 150-10000ML	30/CS	155			
25	KENDALL HEALTHCARE	8980	CONTAINER SHARPS 8GL W/LID LF	10/CS	49			
26	KENDALL HEALTHCARE	8881833510	SYR SAFETY 3CC 25Gx1" MAGELLA	400/CS	44			
27	ABBOTT NUTRITION	53114	FORMULA JEVITY 1.5L 1.2CAL	6/CS	160			
28	GOJO INDUSTRIES	5987-12	SHAMPOO PROVON 6.7oz HAIR/BOD	12/CS	107			

**APPENDIX A: UNIT PRICE FOR RFP # 1000500**

LINE NO.	MFG NAME	MFG ITEM #	DESCRIPTION	PCS/UM	EST. ANNUAL USAGE	GPO UNIT PRICE\$	GPO EXT. COST	GPO COST WITH DISTRIBUTOR MARK-UP
29	PROFESSIONAL DISPOSABLE	P13472	WIPE HAND DEX ALC BX/135	12/CS	89			
30	SMITH & NEPHEW WOUND M	66020043	DRSG ALLEVYN 3x3 ADH LF STRL	10/BX	173			
31	BECTON DICKINSON DIV	366594	LANCET CONTACT ACTIVATED	200/BX	50			
32	PROCTOR & GAMBLE GILLET	004740011004	RAZOR GILLETTE "GOOD NEWS"	100/CS	143			
33	SMITH BIOMEDICAL	HB-4414	DRSG FOAM 4x4" BACT LF	10/BX	73			
34	CONVATEC INC	403710	DRSG WOUND 6x6" AQUACEL AG	5/BX	37			
35	DALE MEDICAL PRODUCTS	240	HOLDER TRACH TUBE NECKBAND LF	1/EA	1,851			
36	KENDALL HEALTHCARE	8881833558	SYR SAFETY 3CC 25Gx5/8"	400/CS	29			
37	SMITH & NEPHEW WOUND M	66020044	DRSG ALLEVYN 5x5 ADH	10/BX	92			
38	J & J CONSUMER PRODUCTS	004634	BANDAID SHEER 3/4x3" STRIP LT	100/BX	1,180			
39	BARD ACCESS SYSTEMS, INC	000396	BRUSH PEG CLEANING	20/BX	20			
40	ALLIED HEALTHCARE	20-08-0003	CANISTER SUCTION 1500ML	48/CS	31			
41	SMITH & NEPHEW WOUND M	59430400	CLEANSER PERSONAL PERI 8oz	24/CS	108			
42	SMITH & NEPHEW WOUND M	6602125040	GEL IODOSORB 40GR TUBE	12/CS	8			
43	COLOPLAST INC	5167	BAG LEG URINARY CONVEEN	10/BX	78			
44	KIMBERLY CLARK NOVAPLUS	69318	GOWN IMP UNIV W/THUMB HOOK	75/CS	58			
45	PHS P/L - SEMP CLEAR VINYL	546852	GLOVE EXAM MED VINYL PF	100/BX	1,190			
46	BAXTER HEALTHCARE CORP	2F7113	SOL WATER 500ML IRRIG STRL	18/CS	86			
47	BECTON DICKINSON DIV	305935	SYR INSULIN 3/10ML 29Gx1/2"	100/BX	106			
48	BECTON DICKINSON DIV	305490	CONTAINER SHARPS 8.2QT	12/CS	92			
49	NELCOR INC.	70XLTIN	CANNULA INNER 7.0	10/BX	60			
50	ABBOTT NUTRITION	50466	ENSURE PLUS CAN CHOC 8oz	24/CS	207			
51	THE PILLOW FACTORY	TPF-9500	PILLOW 17x22" 12oz WHT LF	12/CS	151			
52	GOJO INDUSTRIES	2151-08	REFILL HAND SANITIZER 1000ML	8/CS	37			
53	ABBOTT NUTRITION	51364	TUBE GASTRO 20F MAGNA	1/EA	126			
54	OWEN MUMFORD, INC.	AT1004	UNISTIK 3 NORMAL	200/BX	106			
55	NESTLE HEALTHCARE NUTR	28410000	NUTRITION BENEPROTEIN PWDR	6/CS	55			
56	BECTON DICKINSON DIV	305945	SYR TB 1ML 27Gx1/5"	100/BX	90			

**APPENDIX A: UNIT PRICE FOR RFP # 1000500**

LINE NO.	MFG NAME	MFG ITEM #	DESCRIPTION	PCS/UM	EST. ANNUAL USAGE	GPO UNIT PRICE\$	GPO EXT. COST	GPO COST WITH DISTRIBUTOR MARK-UP
57	SMITH & NEPHEW WOUND M	66800126	DRSG BIOSTEP AG 2x2"	50/CS	5			
58	A + INTERNATIONAL	SDR4406-2	SPONGE DRAIN 4x4" 6PLY 2'S	600/CS	88			
59	SMITHS MEDICAL/ASD	670170	TUBE TRACH 7.0 CUFFED	1/EA	30			
60	THERMO FISHER SCIENTIFIC	125523	SLIDE MICRO FROSTED END 25x75	72/PK	132			
61	SMITH & NEPHEW WOUND M	59431500	CREAM PROTECTIVE OINT	24/CS	61			
62	ABBOTT NUTRITION	51362	TUBE GASTRO 18F MAGNA	1/EA	102			
63	KIMBERLY CLARK	22012356	KIT TRACH CARE 14F	20/CS	13			
64	CALTECH INDUSTRIES	69101	TOWEL DISPATCH W/BLEACH SNGLS	300/CS	16			
65	MEDICAL ACTION NOVAPLUS	7894V	CUP MED 1oz NOVA+	5000/CS	57			
66	ATTENDS HEALTHCARE PRO	APP0730	BRIEF ATTENDS LG PULL ON DISP	72/CS	55			
67	KENDALL HEALTHCARE	2252	SPONGE GAUZE 2x2" 12PLY NS LF	8000/CS	20			
68	COLOPLAST INC	2041	FILM SWEEN PREP PK/54	648/CS	26			
69	SMITH & NEPHEW WOUND M	5999034	DRSG EXU-DRY 3x4	50/BX	35			
70	HEALTHPOINT MEDICAL	HBHD4450	DRSG HEAVY DRAINAGE 4"x4"	25/CS	6			
71	BECTON DICKINSON DIV	306514	SYR HEPARIN 3ML PRE-FILLED	30/BX	128			
72	PASSY-MUIR, INC.	PMV007	VALVE TRACH SPEAKING 15x22MM	1/PK	36			
73	BECTON DICKINSON DIV	306547	SYR SALINE 0.9% POSIFLUSH	30/BX	143			
74	SMITH & NEPHEW WOUND M	66024630	DRSG OPSITE 4x4-3/4 IV	50/BX	54			
75	PHS P/L - SEMP LATEX EXAM	788843	GLOVE EXAM MED LTX PF	100/BX	560			
76	ABBOTT NUTRITION	54328	SHAKE GLUCERNA OS 8oz VANILLA	24/CS	79			
77	KENDALL HEALTHCARE	6818	PAD ALCOHOL PREP MED LF STRL	200/BX	1,200			
78	SMITH & NEPHEW WOUND M	66800122	DRSG BIOSTEP AG 4x4"	50/CS	2			
79	MICROFLEX MEDICAL	SG375XL	GLOVE EXAM XL LTX TXT 13MM	500/CS	19			
80	SMITH & NEPHEW WOUND M	66020973	DRSG ALLEVYN 5x5 AG	40/CS	4			
81	TELEFLEX - HUDSON RCI	1075	MASK TRACH ADLT W/O TUBING	50/CS	49			
82	ABBOTT NUTRITION	59677	NEPRO VANILLA CARB 1L READY	8/CS	23			
83	JAC HEALTHCARE PRODUCT	P5064-20	WHEELCHAIR 20" DETACHABLE	1/EA	11			
84	ABBOTT NUTRITION	50464	ENSURE PLUS CAN VANILLA 8oz	24/CS	124			

**APPENDIX A: UNIT PRICE FOR RFP # 1000500**

LINE NO.	MFG NAME	MFG ITEM #	DESCRIPTION	PCS/UM	EST. ANNUAL USAGE	GPO UNIT PRICE\$	GPO EXT. COST	GPO COST WITH DISTRIBUTOR MARK-UP
85	BECTON DICKINSON DIV	366582	LANCET GENIE SAFETY 2x1.5MM	2000/CS	3			
86	BUSSE HOSPITAL DISPOSAB	715	TRAY TRACH CARE	20/CS	56			
87	KENDALL HEALTHCARE	8881850558	NDL SAFETY 25Gx5/8" LF	50/BX	135			
88	KENDALL HEALTHCARE	6715	BANDAGE KERLIX 4.5"x4.1YD 6PL	100/CS	13			
89	ABBOTT NUTRITION	57047	TWOCAL HN RTH 1000ML	8/CS	50			
90	ABBOTT NUTRITION	54544	SHAKE GLUCERNA 8oz CHOCOLATE	24/CS	65			
91	ATTENDS HEALTHCARE PRO	APP0740	BRIEF ATTENDS XL PULL ON DISP	56/CS	43			
92	ATTENDS HEALTHCARE PRO	APP0720	BRIEF ATTENDS MED PULL ON DIS	80/CS	42			
93	SMITH & NEPHEW WOUND M	66000700	DRSG ALLEVYN SACRUM	10/BX	10			
94	SMITH & NEPHEW WOUND M	66007630	DRSG ALLEVYN HEEL	30/CS	3			
95	MEDIPURPOSE	SLB200	LANCET BLADE 1.8MM GRN	100/BX	90			
96	BECTON DICKINSON DIV	305945	SYR TB 1ML 27Gx1/5"	100/BX	54			
97	MALLINCKRODT MED. TPI	8DCT	TUBE TRACH 8F CUFFED	1/BX	34			
98	BECTON DICKINSON DIV	385300	VALVE POSIFLOW IV ACCESS LF	200/CS	3			
99	SMITH & NEPHEW WOUND M	59449200	CLEANSER WOUND 8oz DERMAL	12/CS	26			
100	BECTON DICKINSON DIV	305517	CONTAINER SHARPS 5.4QT RED	20/CS	31			
101	SMITH & NEPHEW WOUND M	4209	TAPE RETENTION 2x10YD HYPA-FI	1/RL	284			
102	ABBOTT NUTRITION	56052	SHAKE GLUCERNA 8oz STRAWBERRY	24/CS	57			
103	PHS P/L - SEMP CLEAR VINYL	546867	GLOVE EXAM LG VINYL PF	100/BX	530			
104	INVACARE CORP.	TREX28R	WHEELCHAIR TRACER 18x16 TREX2	1/EA	9			
105	SMITH & NEPHEW WOUND M	66020970	DRSG ALLEVYN 3x3 AG	40/CS	6			
106	DIGITCARE CORPORATION	FL9-3	GLOVE EXAM LG LF NITRILE PF N	1000/CS	25			
107	ABRAMS & CLARK	2254225	OINTMENT TRPL ANTIBIOTIC .9GR	144/BX	40			
108	WELCH ALLYN, INC.	05031-101	COVER PROBE THERM ELECTRONIC	250/BX	87			
109	MEDICAL ACTION IND INC	262808	TRAY PREP DRSG CHLOR 1STEP	20/CS	19			
110	OWEN MUMFORD, INC.	AT1014	UNISTIK 3 EXTRA	200/BX	52			
111	SMITHS MEDICAL/ASD	670160	TUBE TRACH 6.0 CUFFED	1/EA	16			
112	BARD MEDICAL DIVISION	FOL0100	DEVICE STATLOCK FOLEY W/SWVL	25/BX	14			

**APPENDIX A: UNIT PRICE FOR RFP # 1000500**

LINE NO.	MFG NAME	MFG ITEM #	DESCRIPTION	PCS/UM	EST. ANNUAL USAGE	GPO UNIT PRICE\$	GPO EXT. COST	GPO COST WITH DISTRIBUTOR MARK-UP
113	SMITH & NEPHEW WOUND M	5999M06	DRSG WOUND 6x9 EXU-DRY	50/CS	12			
114	GRAHAM FIELD	565G857	RECLINER INFINITE JADE	1/EA	3			
115	GRAHAM FIELD	565G863	RECLINER INFINITE ROSEWOOD LF	1/EA	3			
116	J.T. POSEY COMPANY	6524	BELT GAIT 54" WHT	1/EA	132			
117	INNOVATIVE PRODUCTS UNL	BSG1500	GURNEY SHOWER BARIATRIC	1/EA	1			
118	ABBOTT NUTRITION	54326	SHAKE GLUCERNA 8oz BTTR PECAN	24/CS	48			
119	MEDICAL ACTION NOVAPLUS	7843V	LINER CARAFE LT DUTY NOVA+	500/CS	27			
120	SMITH & NEPHEW WOUND M	20101	DRSG ACTICOAT 4x4	12/BX	13			
121	METREX RESEARCH CORP	13-1000	CLEANER CAVICIDE GAL	1/EA	20			
122	ABBOTT NUTRITION	54844	ENSURE PUDDING VANILLA 4oz	48/CS	39			
123	ABBOTT NUTRITION	51366	TUBE GASTRO 22F MAGNA	1/EA	50			
124	SMITH & NEPHEW WOUND M	59432400	BARRIER TRIPLE CARE 3.25oz	24/CS	10			
125	ABBOTT NUTRITION	51894	ENSURE PLUS BUTTER PECAN 8oz	24/CS	81			
126	STERIS CORPORATION	142977	DISINFECTANT SPRAY TB 22oz CA	12/CS	17			
127	GOJO INDUSTRIES	9646-12	SANITIZER HAND 12oz PUMP BTL	12/CS	17			
128	MALLINCKRODT MED. TPI	6DCT	TUBE TRACH 6F CUFFED	1/BX	25			
129	ABBOTT NUTRITION	51740	ENSURE PLUS COFFEE 8oz	24/CS	78			
130	PHS P/L - TIDI/BANTA	142966	SHEET DRAPE 40x48" 2PLY WHT L	100/CS	101			
131	SMITH & NEPHEW WOUND M	5999M04	DRSG WOUND 4x6 EXU-DRY	100/CS	9			
132	AMERICAN HEALTHCARE PR	023-7	GLOVE EXAM MED PWDR	1000/CS	27			
133	3M CORPORATION	1527-1	TAPE TRANSPORE 1"x10YD LF	12/BX	51			
134	SMITHS MEDICAL/ASD	4140	HOLDER VACU CRTDG NDL PROTECT	1000/CS	8			
135	MALLINCKRODT MED. TPI	SSVO	VALVE SPEAKING W/O2 PORT	1/BX	30			
136	BECTON DICKINSON DIV	305932	SYR INSULIN 1/2ML 29Gx1/2"	100/BX	34			
137	CARDINAL HEALTH - ALARIS	P850A	COVER PROBE	200/BX	75			
138	CONVATEC INC	125265	WAFER SURFIT NATURA 5x5" 2.25	10/BX	40			
139	KIMBERLY CLARK	47147	MASK FLUID SHIELD /SPL GUARD	25/BX	56			
140	(fill in your mfg name)	(fill in your mfg #)	GLOVE EXAM SML VINYL PF	100/BX	350			

**APPENDIX A: UNIT PRICE FOR RFP # 1000500**

LINE NO.	MFG NAME	MFG ITEM #	DESCRIPTION	PCS/UM	EST. ANNUL USAGE	GPO UNIT PRICE\$	GPO EXT. COST	GPO COST WITH DISTRIBUTOR MARK-UP
141	SMITH & NEPHEW WOUND M	66800279	DRSG WOUND 5x5" AG SIL	40/CS	4			
142	BURTON MEDICAL PROD.	GL30FL	LIGHT GLEAMER W/FLOORSTAND	1/EA	2			
143	BECTON DICKINSON DIV	305930	SYR INSULIN 1ML 29Gx1/2"	100/BX	32			
144	SMITH & NEPHEW WOUND M	66800276	DRSG WOUND 3x3" AG SIL BORDER	40/CS	6			
145	COLOPLAST INC	450	CATH SELF 14F	50/BX	29			
146	ABRAMS & CLARK	1760677	ADHESIVE DENTURE 2.4oz CREAM	1/EA	144			
147	MEDICAL ACTION IND INC	4653	CONTAINER SPECIMEN 4oz W/LID	500/CS	16			
148	ABBOTT NUTRITION	50600	SET CLOSED FEED QUANTUM W/SPK	30/CS	9			
149	SMITH & NEPHEW WOUND M	6602133005	PAD IODOFLEX 4X6CM 5G	60/CS	3			
150	CAREFUSION CORP	002060	ADAPTER AIRLIFE VALVED T	30/CS	14			
<b>FOB Destination/Unloaded; Cost of Freight should be included in unit price.</b> <b>Although taxes will be paid IF applicable do NOT include sales tax in unit price.</b>								
						<b>TOTAL</b>		

ALL ITEMS SHALL BE BASED ON BRAND PROVIDED WITH EXCEPTION OF GLOVES. PLEASE FILL IN YOUR GLOVE MFG & MFG#.

ALL UNIT PRICES SHALL BE BASED ON THE UNIT OF MEASUREMENT PROVIDED ON THE ABOVE SPREADSHEET.

Respondent's Name: \_\_\_\_\_

Submitted by (Printed name/Title of Authorized Offeror Representative Executing Offer)