



PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: 12683 **Title:** Gate System Parts and Service

Due in and Opens: DEC. 14, 2011 AT OR BEFORE 2:00 P.M. LOCAL ARIZONA TIME (MST)

Submit Bid to:

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

Pre-Bid Conference: Dec. 1, 2011 AT 1:30 P.M. LOCAL ARIZONA TIME (MST)

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

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

GENERAL DESCRIPTION: To provide Pima County with parts and service for the Gate systems currently operating within the County. Estimated usage is \$75,000.00 per year. SBE to apply, per specifications and requirements defined herein.

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

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

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

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

Bids may not be withdrawn for sixty [60] days after opening except as allowed by Pima County Procurement Code.

Bonds are not required.

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

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

Fax: (520) 740-8168 email: hazel.houston@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.

Hazel D. Houston
Commodity/Contracts Officer

Publish: The Territorial: Nov. 23, 25, 28, & 29, 2011

INSTRUCTIONS TO BIDDERS

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

1. PREPARATION OF RESPONSES

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

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

2. OFFER AGREEMENT (Contract) Form [Gate System Parts & Service/18 pages]

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

Supplier Minimum Qualifications:

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

Unit Prices & Bid Certification:

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

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

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

3. SPECIFICATIONS & DEVIATIONS

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

Items included in the bid shall satisfy all specifications and requirements set forth by the County's Offer Agreement. Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified by the County's Offer

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

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

INSTRUCTIONS TO BIDDERS (continued)

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

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

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

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

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

4. SUBMISSION OF BIDS

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

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

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

For Minimum Qualifications vendor must submit proof that they have been in business a minimum of two consecutive years under the same name. This time frame must include the time period immediately prior to submission of this bid. This can be done with copies of licenses or other formal documents. A letter from the vendor attesting to this requirement will **NOT** be accepted as proof.

Bids must be received and time stamped at the specified location at or before the Bid Due Date/Time as defined by the *Invitation for Bid*. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Bids and modifications received after the Bid Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Bid Due Date/Time.

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

Bids and modifications received after the *Due In & Opens* date and time will not be accepted. Facsimiles of bids will not be accepted.

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

5. COMPLIANCE WITH AGREEMENT

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

INSTRUCTIONS TO BIDDERS (continued)

6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)

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

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

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

7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS

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

8. VENDOR RECORD MAINTENANCE

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

9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

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

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

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

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

END OF INSTRUCTIONS TO BIDDERS
(Revised June 24, 2011)

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (1 of 5 pages)

1. INTENT:

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" purchase agreement contract to provide Pima County ("County") with such quantities of Gate System Parts and Service as the County may order from time to time by issue of purchase orders pursuant to a resulting executed and effective agreement. As defined by the attached Pima County Standard terms and Conditions (STC) this agreement is non-exclusive and may be terminated for any reason without penalty or cost to Pima County. It is the intent of the County to award to one vendor for all items listed. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Supplier will receive compensation when goods are delivered as per the terms of the purchase order issued against the agreement.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed agreement document, all County Departments may utilize the resulting agreement.

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

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

Throughout this agreement and referenced documents the terms Blanket Contract and Master Agreement, Purchase Order and Delivery Order are used interchangeably and considered to have identical meaning.

2. AGREEMENT TERM EXTENSIONS-RENEWALS & REVISIONS:

The initial term of the agreement will be for a five year period and include annual reviews for changes to the terms and conditions and renewals that may be exercised upon the written agreement of the parties as follows:

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

3. SUPPLIER MINIMUM QUALIFICATIONS:

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. The Supplier further stipulates that they have been in business a minimum of two consecutive years under the same vendor name.

For Minimum Qualifications supplier must submit proof that they have been in business a minimum of five consecutive years under the same name. This time frame must include the time period immediately prior to submission of this bid. This can be done with copies of licenses or other formal documents or a statement on company letterhead from the supplier attesting to this requirement. Supplier has 'green' programs established. Supplier must also certify that they are a current representative for the following products:

Doorking,	Diteck,	Guardian,
Miller Edge	Tomar Electronics	Transscore

CIRCLE RESPONSE

This supplier certifies they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. (certify on company letterhead)	Yes
	No

Supplier certifies that they have been in business for a minimum of 5 consecutive years, including the current year. (certify on company letterhead)	Yes
	No

Supplier DID include with submission of paperwork a statement outlining what 'green' programs are implemented per BOS Resolution 2007-84. (page 6) (certify on company letterhead)	Yes
	No

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (2 of 18 pages)

Supplier certifies that they are representatives for the manufacturers listed and can provide parts and service from all of them. (on company letterhead)

Yes
No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Pima County is requesting offers for parts and service for the existing gate system. The items listed are the minimum specifications for this offer. All parts shall be an exact match to the existing parts. Items and quantities, which may be ordered over the initial term of the blanket contract, are listed below. No guarantee is made to the exact type and/or quantity of any product to be ordered. In the event items are required that are not listed, they may be ordered at a mutually agreed upon price. All items added to the contract will be subject to the same terms and conditions as the original solicitation.

Following is a list of parts that have been ordered in the past and it is anticipated that they will be ordered in the future. Award of bid will be based on the overall low bid submitted for these pumps or their alternates.

Item #	MFG NAME	ITEM DESCRIPTION	MFG P/N
1	DOORKING	DOORKING SLIDE GATE 9150-083 - 1HP W/BBU	9150082
2	DOORKING	DOORKING PC PROGRAMMABLE TES 1835-080	1835080
3	DOORKING	DOORKING 100 MEM KEY PAD 1506-083	1506083
4	DOORKING	DOORKING RECEIVER 8057-082	8057082
5	DOORKING	DOORKING BBU BATTERY - 9150-086	1801009
6	DOORKING	SPEAKER, EXTERNAL	1804193
7	DOORKING	TERMINAL STRIP	1804562
8	DOORKING	18 PIN TERMINAL STRIP FOR 1812 CIRCUIT B	1804563
9	DOORKING	BULB, REPLACEMENT [GE 1892]	1808003
10	DOORKING	BULB, REPLACEMENT [GE1893]	1808005
11	DOORKING	FACEPLATE, 1808 SS	1808050
12	DOORKING	TRANSFORMER 9V DC	1812043
13	DOORKING	WIRE ASSY W/ BULB HOLDER	1812071
14	DOORKING	LEXAN WINDOW FOR 1814/1815	1814003
15	DOORKING	COVER PLASTIC LIGHT	1814004
16	DOORKING	SUBPLATE SURFACE 3 BUTTON	1814031
17	DOORKING	TERMINAL STRIP - 1815	1814049
18	DOORKING	ADAPTER, USB TO RS232	1815037
19	DOORKING	KEYPAD, WIEGAND	1815050
20	DOORKING	KEYPAD, WIEGAND	1815051
21	DOORKING	DISPLAY, LCD 1834/35 SERIES	1891010
22	DOORKING	DISPLAY DRIVER FOR 1817 40 SER	1893010
23	DOORKING	BELT - 4L340 34 IN	2600085
24	DOORKING	BELT, 28	2600086
25	DOORKING	USE 2600-287	2600087
26	DOORKING	SHIM 1 1/8 X 5/8	2600090
27	DOORKING	SHIM 1-1/8 X 5/8 IN	2600091
28	DOORKING	SHIM 1-1/8 X 5/8 IN	2600092
29	DOORKING	CAPACITOR, MOTOR	2600102
30	DOORKING	2 OD PULLEY	2600106
31	DOORKING	PULLEY 1 3/4 IN OD	2600109
32	DOORKING	DUAL PULLEY 910 W/BATTERY B/UP	2600114
33	DOORKING	MOTOR, 1 HP 230V/1PH	2600280

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (3 of 18 pages)

Item #	MFG NAME	ITEM DESCRIPTION	MFG P/N
34	DOORKING	ROLLER, GUIDE, CHAIN, 9310 1HP	2600398
35	DOORKING	BELT, 4L370	2600429
36	DOORKING	ASSY, 20 FT/#60 CHAIN	2600448
37	DOORKING	SWITCH COVER W/KEY FOR SLIDE OP.	2600533
38	DOORKING	WIRE CLAMP 5/8 IN	2600619
39	DOORKING	COVER, KNUCKLE LEFT-HAND	2600630
40	DOORKING	COVER, KNUCKLE RIGHT-HAND	2600631
41	DOORKING	PLATE, MOUNTING	2600635
42	DOORKING	PLATE, BASE FOR 610 BBU	2600641
43	DOORKING	CLOCK, 7-DAY TIMER	2600791
44	DOORKING	365 DAY TIME CLOCK	2600795
45	DOORKING	BEARING	2600808
46	DOORKING	PULLEY, IDLER	2600809
47	DOORKING	MAIN SHAFT ASSEMBLY	2600812
48	DOORKING	MAIN SHAFT ASSEMBLY	2600815
49	DOORKING	CHAIN BRACKET, 9000 SERIES	2600969
50	DOORKING	HARNES, MOTOR	2600987
51	DOORKING	ASSY, CROSS-SHAFT CAST HOUSING	6300042
52	GUARDIAN	LOOP DETECTOR - SINGLE CHANNEL	1370.100
53	DITECK	DITECK - H. VOLTAGE (110V LINE IN/MOTOR)	DTK-120HW
54	DITECK	DITECK - TELEPHONE	DTK-4LVTEP
55	DITECK	DITECK - CR/KEYPAD	DTK-LVLP-CR
56	DITECK	DITECK - LOOP	DTK-LVLP-D
57	DITECK	DITECK - GATE KIT (120/CR/TEL/DATA)	DTK-GPK1
58	DOORKING	DOORKING 9150-086 OPERATOR - 1/2HP W/BBU	9150086
59	DOORKING	DOORKING TIMER 2600-791	2600791
59	DOORKING	DOORKING 9150-083 CIRCUIT BOARD ASSB	4602010
61	DOORKING	DOORKING PLUG IN LOOP DETECTOR 1 CHANNEL	9402045
62	DOORKING	DOORKING FAIL SECURE LOCK KIT	DKESC11FX
63	DOORKING	DOORKING PC PROGRAMMABLE TES 1837-080	1837080
64	DOORKING	DOORKING 3000 ID CHIPSET	1835147
65	DOORKING	DOORKING MEMORY PLUS	1815093
66	DOORKING	DOORKING TRANSMITTER 8066-081	8066081
67	DOORKING	DOORKING BBU BELT - 9150-086	2600688
68	DOORKING	DOORKING BBU DCMOTOR - 9150-086	2600197
69	DOORKING	DOORKING BBU BOARD - 9150-086	2340010
70	DOORKING	SPEAKER - INTERNAL	1804190
71	DOORKING	SWITCH, PUSH BUTTON, N.O.	1812005
72	DOORKING	POWER SUPPLY, 12V	1812037
73	DOORKING	FACEPLATE	1812052
74	DOORKING	BUTTON ASSEMBLY, CHROME A	1814140
75	DOORKING	KIT, FLUSH S/S	1814165

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Item #	MFG NAME	ITEM DESCRIPTION	MFG P/N
76	DOORKING	CONNECTOR, IBM KEYBOARD	1814190
77	DOORKING	KEYPAD, WIEGAND F/M LIGHTED	1815052
78	DOORKING	KEYPAD, WEIGAND, SINGLE GANG, BLACK	1815054
79	DOORKING	CR, ASR505 W/ENCLOSURE	1815062
80	DOORKING	1815 SYSTEM W/OUT BOARD & CHIP	1815080NB
81	DOORKING	CHIP, 250 MEMORY PLUS	1815093
82	DOORKING	CHIP, 1000 MEMORY	1815145
83	DOORKING	CHIP, 1000 MEMORY PLUS	1815155
84	DOORKING	RIBBON CABLE, 20C	1816042
85	DOORKING	SPEAKER, FOR 1802EPD	1817190
86	DOORKING	SPEAKER GASKET NEOPRENE OVAL	1817191
87	DOORKING	KP, W/RIBBON CABLE	1818030
88	DOORKING	CABLE, RS232	1818040
89	DOORKING	CHIP, 1000 MEMORY	1818161
90	DOORKING	XFRMR, ISOLATION 16VAC 1802,3,8,10,33,38	1830140
91	DOORKING	XFRMR., ISOLATION 24VAC FOR 1812	1830141
92	DOORKING	XFRMR, ISO 16VAC -1834,1835,1837	1830142
93	DOORKING	CONVERTER, TCP/IP	1830175
94	DOORKING	CB, 1834 W/ DISPLAY	1834010
95	DOORKING	REPAIR, 1834-010 PCB***	1834010R
96	DOORKING	CHIP, MEM 500 PHONES/NAMES/CODES	1834154
97	DOORKING	1838-080 W/O CIRCUIT BOARD	1838500
98	DOORKING	SURGE, PWR LINE	1876010
99	DOORKING	SURGE, PHONE LINE	1877010
100	DOORKING	SURGE, LOW VOLTAGE	1878010
101	DOORKING	DISPLAY, LCD 1810	1890010
102	DOORKING	BOARD, DISPLAY DRIVER, FOR 1837	1892010
103	DOORKING	PULLEY, DUAL 1-3/4 OD-5/8 SHAFT	2600117
104	DOORKING	1/2 HP MOTOR W/ DUAL PULLEY	2600124
105	DOORKING	MOTOR ASSEMBLY 1/2 HP 9050/	2600126
106	DOORKING	MOTOR ASSEMBLY 1/2 HP	2600128
107	DOORKING	MOTOR, 1/2 HP FOR 9100/6100 W/BRACKET	2600129
108	DOORKING	MOTOR, 1/2 HP FOR 9100/6100 MOTOR ONLY	2600140
109	DOORKING	CRANK ARM 615/620/625	2600142
110	DOORKING	BUSHING- BRONZE	2600148
111	DOORKING	MOTOR. 1 HP MODEL 630	2600162
112	DOORKING	ASSY, MOTOR, 1HP, DUAL PULLEY	2600163
113	DOORKING	SHAFT CROSS KEYED 610	2600166
114	DOORKING	USE 2600179	2600168
115	DOORKING	CRANK HANDLE 9200	2600193
116	DOORKING	MOTOR, 24VDC BACKUP	2600197
117	DOORKING	CAPACITOR, 30UF 370VAC	2600234

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Item #	MFG NAME	ITEM DESCRIPTION	MFG P/N
118	DOORKING	CAP, 9150 1HP, 60 MF, 280 VAC	2600242
119	DOORKING	STOP, CHAIN 41/40	2600271
120	DOORKING	STOP, #41 CHAIN	2600272
121	DOORKING	MOTOR, 1HP, 110/220VAC, 1-PHASE	2600278
122	DOORKING	ROD, TORSION	2600299
123	DOORKING	PAD, CLUTCH 4 IN	2600342
124	DOORKING	WASHER	2600344
125	DOORKING	WASHER	2600345
126	DOORKING	GEARBOX 9310 GATE OPERATOR	2600350
127	DOORKING	COUNTER WHEEL MAG ASSEMBLY	2600360
128	DOORKING	WHEEL, IDLER-9300	2600393
129	DOORKING	TOGGLE SWITCH	2600405
130	DOORKING	BRIDGE RECTIFIER	2600416
131	DOORKING	BEARING, SHAFT-915	2600440
132	DOORKING	SPRING, COMPRESSION	2600446
133	DOORKING	SOLENOID (ORDER AS 2600860)	2600455
134	DOORKING	RESISTOR	2600458
135	DOORKING	RESISTOR	2600459
136	DOORKING	CHAIN, #50 20 FT PACK	2600485
137	DOORKING	SOLENOID SUPORT BRACKET	2600487
138	DOORKING	SOLENOID LOCK PIN SLEEVE	2600488
139	DOORKING	PLATE, BASE 9150	2600495
140	DOORKING	COVER, SWITCH, LOCKING	2600531
141	DOORKING	PULLEY, 7 IN. CAST IRON	2600567
142	DOORKING	PULLEY 8 IN	2600568
143	DOORKING	KIT, HEATER	2600584
144	DOORKING	WASHER, 2 ODX1.315	2600616
145	DOORKING	THRU-BEAM, INFRARED UL325	8080010
146	DOORKING	RELAY, SOLID STATE	9200933
147	DOORKING	OP, SLIDE, 1HP, 115V	9210080
148	DOORKING	OP, SLIDE, 1HP, 208 1PH, #60 CHAIN	9210083
149	DOORKING	OPERATOR, SLIDE 1HP 208V/3PH	9210086
150	DOORKING	ARMATURE HOUSING	B01S12
151	DOORKING	ARMATURE HOUSING	B01S6
152	GUARDIAN	SEVEN DAY TIMER	1338.100
153	GUARDIAN	6" 'V' PRECISION WHEEL HOLDER	2205.600
154	GUARDIAN	6" PRECISION 'V' GROOVE WHEEL	2210.600
155	GUARDIAN	LOOP HARNESS	1370.500
156	GUARDIAN	GUARDIAN OPERATOR FORM BOXES	2250.100
157	GUARDIAN	FLUSH MOUNT KIT	1420.250
158	GUARDIAN	ADAPTER PLATE FOR POST MOUNT	1420.450
159	MILLER EDGE	MILLEREDGE REC	MGS20 REC

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (6 of 18 pages)

Item #	MFG NAME	ITEM DESCRIPTION	MFG P/N
160	MILLER EDGE	COIL CORD, 2- WIRE 18 GA.	C18212
161	MILLER EDGE	EDGE, SLIDE-IN, 2-WIRE	ME1102E
162	MILLER EDGE	CHANNEL, ME110/111 MNTG.	ME110C
163	MILLER EDGE	EDGE, SLIDE-IN, 2-WIRE	ME1112E
164	TOMAR ELECTRONICS	TOMAR STROBE TESTER	176014TOM
165	TOMAR ELECTRONICS	DETECTOR MODULE ONLY FOR STROBE DETECTOR	17901014DET
166	TOMAR ELECTRONICS	ENHANCED POWER MODULE	1790M2
167	TOMAR ELECTRONICS	DUAL DET+EPM+HOUSING	27952
168	TRANSCORE	T SMART PASS 4 ATA RS232	10-4002-008
169	TRANSCORE	T ENCOMPASS 4 SUPER EGO RS232	10-4012-001
170	TRANSCORE	T ENCOMPASS 4 EGO/ATA PROTOCOL RS232 - DUAL	10-4002-009
171	MILLER EDGE	EDGE, SLIDE-IN, 2-WIRE	ME1202E
172		SMART PASS	
173		REGULAR HOURS LABOR RATE PER HOUR	
174		AFTER HOURS & HOLIDAY LABOR RATE PER HOUR	

For lines 173 and 174:

Normal Business Hours will fall between 7:00 am and 5:00 pm, Monday through Friday

After Normal Business Hours will fall between 5:01 pm and 6:59 am, Monday through Friday, Sat & Sun

Holiday Hours will be on Pima County recognized Holidays. <http://www.pima.gov/cob/holiday.htm>

SERVICE SHALL INCLUDE:

Repair, service and replacement of various lock set cylinders throughout Pima County

Provide after hour service and/or repair within two (2) hours after receiving the call from Pima County

Provide all labor, material and equipment necessary for repair/replacement of gates

If called out and gate cannot be repaired, provide a means to secure the Pima County site and notify security immediately

Be available for service calls 365 days a year, 24 hours a day

- The Contractor shall furnish all necessary supplies, labor, vehicles and equipment to perform services. All supplies, labor, vehicles and equipment shall be compliant with the specifications, terms and provisions set forth herein.
- All invoices shall include a written description of the work performed.
- It is Contractor's responsibility to have on hand the supplies necessary to perform the scheduled maintenance. Travel time or mileage for any follow up visit for a scheduled maintenance service due to a lack of parts or material shall not be charged to County. Contractor shall make as many follow up visits as necessary to complete the scheduled service, with each follow up visit to take place on consecutive days after original date of service to complete the service. Consecutive days will include weekends and holidays with no additional increase to the hourly rate charged for the original service.
- Contractor and its employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County and local municipalities' ordinances and regulations.
- All equipment used by Contractor to perform the work shall be in good working condition and shall also conform to required safety standards.
- Upon completion of the work, Contractor is responsible for cleaning and removing all debris, materials and equipment associated with the work performed. Debris shall not be placed in County trash containers without prior approval from the department.
- All employees should be in uniforms that bear company name or logo.
- All employees SHALL have picture identification identifying them as employees of contracted company in order to obtain building access.

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (7 of 18 pages)

The following are Specifications for *BOS Resolution 2007-84* and Vendor is to include with submission of paperwork a statement outlining what 'green' programs, if any, have been implemented that may include, but not be limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

All proposed paper products for use under this contract, such as toilet tissue and seat covers, should contain the highest percentages of recovered materials and post consumer contents as possible.

All cleaning and disinfecting products should be green products; such as biodegradable and containing the lowest toxicity and VOC (volatile organic compound) contents necessary.

Other areas of conservation should include:

- Supplier should dispose of chemicals appropriately so as not to disrupt the ecology of the soil, water, or air in the area.
- Supplier shall recycle as many items as possible including office paper, corrugated paperboard (aka cardboard) boxes and sheet, chip board boxes and sheet, plastics, aluminum and steel cans/containers, etc.
- Supplier should use as many environmentally preferable items as possible, ie. Items that do not impact the environment such as 30-100% post-consumer recycled content, processed chlorine free (PCF) paper; Energy Star equipment and appliances; remanufactured, low air emission paint; low volatile organic compound (VOC) water based adhesives and paint; zero formaldehyde emitting composite wood products; odorless and non-toxic water based markers, etc. the company's daily operations.
- Supplier should provide to the consumer as many environmentally preferable products as possible.
- Supplier should modify business practices to decrease air, water and ground pollution.
- Supplier should modify business practices to conserve energy and water use,
- Supplier/Contractor should purchase eco-friendly supplies whenever possible including office supplies.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

Offer(s) will be accepted and executed by the County by issue of a Master Agreement and effective on the document's date of issue without further action by either party. Blanket Contract and Contract documents will document the term of the agreement.

Order(s) for products or services pursuant to the executed agreement will be made by COUNTY by issue of Purchase Order documents. Order documents will be furnished to Supplier via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the Supplier within five workdays of the date the verbal order is given.

Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Purchase Order at the time of provision. The Supplier agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a COUNTY Purchase Order.

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

6. ACCEPTANCE OF SERVICES AND PRODUCTS:

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

7. COMPENSATION & PAYMENT:

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

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

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (8 of 18 pages)

All Invoice documents shall reference the County's Purchase Order or Contract number under which the services or products were ordered. **ALL** Invoice line items shall utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to the Supplier unprocessed for correction.

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

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

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

The blanket contract or purchase order issued to accept Supplier offer will define the not to exceed amount of the agreement. Supplier shall not accept orders, or provide services or products that cumulatively exceed that amount.

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

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

Although State and City sales tax are paid when applicable and invoiced, taxes should not be included in the unit price.

Price Warranty. Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

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

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

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

(REMAINDER OF THIS PAGE LEFT BLANK)

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (9 of 18 pages)**UNIT PRICES (Net 30 day Payment Terms)**All unit prices shall be filled in. Failure to do so may be cause for rejection as *non-responsive*.

ITEM #	ITEM NAME Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	DOORKING SLIDE GATE 9150-083 - 1HP W/BBU	1	EA		
2	DOORKING PC PROGRAMMABLE TES 1835-080	1	EA		
3	DOORKING 100 MEM KEY PAD 1506-083	1	EA		
4	DOORKING RECEIVER 8057-082	1	EA		
5	DOORKING BBU BATTERY - 9150-086	1	EA		
6	SPEAKER, EXTERNAL	1	EA		
7	TERMINAL STRIP	1	EA		
8	18 PIN TERMINAL STRIP FOR 1812 CIRCUIT B	1	EA		
9	BULB, REPLACEMENT [GE 1892]	1	EA		
10	BULB, REPLACEMENT [GE1893]	1	EA		
11	FACEPLATE, 1808 SS	1	EA		
12	TRANSFORMER 9V DC	1	EA		
13	WIRE ASSY W/ BULB HOLDER	1	EA		
14	LEXAN WINDOW FOR 1814/1815	1	EA		
15	COVER PLASTIC LIGHT	1	EA		
16	SUBPLATE SURFACE 3 BUTTON	1	EA		
17	TERMINAL STRIP - 1815	1	EA		
18	ADAPTER, USB TO RS232	1	EA		
19	KEYPAD, WIEGAND	1	EA		
20	KEYPAD, WIEGAND	1	EA		
21	DISPLAY, LCD 1834/35 SERIES	1	EA		
22	DISPLAY DRIVER FOR 1817 40 SER	1	EA		
23	BELT - 4L340 34 IN	1	EA		
24	BELT, 28	1	EA		
25	USE 2600-287	1	EA		

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (10 of 18 pages)

ITEM #	ITEM NAME Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
26	SHIM 1 1/8 X 5/8	1	EA		
27	SHIM 1-1/8 X 5/8 IN	1	EA		
28	SHIM 1-1/8 X 5/8 IN	1	EA		
29	CAPACITOR, MOTOR	1	EA		
30	2 OD PULLEY	1	EA		
31	PULLEY 1 3/4 IN OD	1	EA		
32	DUAL PULLEY 910 W/BATTERY B/UP	1	EA		
33	MOTOR, 1 HP 230V/1PH	1	EA		
34	ROLLER, GUIDE, CHAIN, 9310 1HP	1	EA		
35	BELT, 4L370	1	EA		
36	ASSY, 20 FT/#60 CHAIN	1	EA		
37	SWITCH COVER W/KEY FOR SLIDE OP.	1	EA		
38	WIRE CLAMP 5/8 IN	1	EA		
39	COVER, KNUCKLE LEFT-HAND	1	EA		
40	COVER, KNUCKLE RIGHT-HAND	1	EA		
41	PLATE, MOUNTING	1	EA		
42	PLATE, BASE FOR 610 BBU	1	EA		
43	CLOCK, 7-DAY TIMER	1	EA		
44	365 DAY TIME CLOCK	1	EA		
45	BEARING	1	EA		
46	PULLEY, IDLER	1	EA		
47	MAIN SHAFT ASSEMBLY	1	EA		
48	MAIN SHAFT ASSEMBLY	1	EA		
49	CHAIN BRACKET, 9000 SERIES	1	EA		
50	HARNESS, MOTOR	1	EA		
51	ASSY, CROSS-SHAFT CAST HOUSING	1	EA		

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (11 of 18 pages)

ITEM #	ITEM NAME Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
52	LOOP DETECTOR - SINGLE CHANNEL	1	EA		
53	DITECK - H. VOLTAGE (110V LINE IN/MOTOR)	1	EA		
54	DITECK - TELEPHONE	1	EA		
55	DITECK - CR/KEYPAD	1	EA		
56	DITECK - LOOP	1	EA		
57	DITECK - GATE KIT (120/CR/TEL/DATA)	1	EA		
58	DOORKING 9150-086 OPERATOR - 1/2HP W/BBU	1	EA		
59	DOORKING TIMER 2600-791	1	EA		
60	DOORKING 9150-083 CIRCUIT BOARD ASSB	1	EA		
61	DOORKING PLUG IN LOOP DETECTOR 1 CHANNEL	1	EA		
62	DOORKING FAIL SECURE LOCK KIT	1	EA		
63	DOORKING PC PROGRAMMABLE TES 1837-080	1	EA		
64	DOORKING 3000 ID CHIPSET	1	EA		
65	DOORKING MEMORY PLUS	1	EA		
66	DOORKING TRANSMITTER 8066-081	1	EA		
67	DOORKING BBU BELT - 9150-086	1	EA		
68	DOORKING BBU DCMOTOR - 9150-086	1	EA		
69	DOORKING BBU BOARD - 9150-086	1	EA		
70	SPEAKER - INTERNAL	1	EA		
71	SWITCH, PUSH BUTTON, N.O.	1	EA		
72	POWER SUPPLY,12V	1	EA		
73	FACEPLATE	1	EA		
74	BUTTON ASSEMBLY, CHROME A	1	EA		
75	KIT, FLUSH S/S	1	EA		
76	CONNECTOR, IBM KEYBOARD	1	EA		
77	KEYPAD, WIEGAND F/M LIGHTED	1	EA		

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (12 of 18 pages)

ITEM #	ITEM NAME Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
78	KEYPAD, WEIGAND, SINGLE GANG, BLACK	1	EA		
79	CR, ASR505 W/ENCLOSURE	1	EA		
80	1815 SYSTEM W/OUT BOARD & CHIP	1	EA		
81	CHIP, 250 MEMORY PLUS	1	EA		
82	CHIP, 1000 MEMORY	1	EA		
83	CHIP, 1000 MEMORY PLUS	1	EA		
84	RIBBON CABLE, 20C	1	EA		
85	SPEAKER, FOR 1802EPD	1	EA		
86	SPEAKER GASKET NEOPRENE OVAL	1	EA		
87	KP, W/RIBBON CABLE	1	EA		
88	CABLE, RS232	1	EA		
89	CHIP, 1000 MEMORY	1	EA		
90	XFRMR, ISOLATION 16VAC 1802,3,8,10,33,38	1	EA		
91	XFRMR., ISOLATION 24VAC FOR 1812	1	EA		
92	XFRMR, ISO 16VAC -1834,1835,1837	1	EA		
93	CONVERTER, TCP/IP	1	EA		
94	CB, 1834 W/ DISPLAY	1	EA		
95	REPAIR, 1834-010 PCB***	1	EA		
96	CHIP, MEM 500 PHONES/NAMES/CODES	1	EA		
97	1838-080 W/O CIRCUIT BOARD	1	EA		
98	SURGE, PWR LINE	1	EA		
99	SURGE, PHONE LINE	1	EA		
100	SURGE, LOW VOLTAGE	1	EA		
101	DISPLAY, LCD 1810	1	EA		
102	BOARD, DISPLAY DRIVER, FOR 1837	1	EA		
103	PULLEY, DUAL 1-3/4 OD-5/8 SHAFT	1	EA		

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (13 of 18 pages)

ITEM #	ITEM NAME Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
104	1/2 HP MOTOR W/ DUAL PULLEY	1	EA		
105	MOTOR ASSEMBLY 1/2 HP 9050/	1	EA		
106	MOTOR ASSEMBLY 1/2 HP	1	EA		
107	MOTOR, 1/2 HP FOR 9100/6100 W/BRACKET	1	EA		
108	MOTOR, 1/2 HP FOR 9100/6100 MOTOR ONLY	1	EA		
109	CRANK ARM 615/620/625	1	EA		
110	BUSHING- BRONZE	1	EA		
111	MOTOR. 1 HP MODEL 630	1	EA		
112	ASSY, MOTOR, 1HP, DUAL PULLEY	1	EA		
113	SHAFT CROSS KEYED 610	1	EA		
114	USE 2600179	1	EA		
115	CRANK HANDLE 9200	1	EA		
116	MOTOR, 24VDC BACKUP	1	EA		
117	CAPACITOR, 30UF 370VAC	1	EA		
118	CAP, 9150 1HP, 60 MF, 280 VAC	1	EA		
119	STOP, CHAIN 41/40	1	EA		
120	STOP, #41 CHAIN	1	EA		
121	MOTOR, 1HP, 110/220VAC, 1-PHASE	1	EA		
122	ROD, TORSION	1	EA		
123	PAD, CLUTCH 4 IN	1	EA		
124	WASHER 2600344	1	EA		
125	WASHER 2600345	1	EA		
126	GEARBOX 9310 GATE OPERATOR	1	EA		
127	COUNTER WHEEL MAG ASSEMBLY	1	EA		
128	WHEEL, IDLER-9300	1	EA		
129	TOGGLE SWITCH	1	EA		

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (14 of 18 pages)

ITEM #	ITEM NAME Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
130	BRIDGE RECTIFIER	1	EA		
131	BEARING, SHAFT-915	1	EA		
132	SPRING, COMPRESSION	1	EA		
133	SOLENOID (ORDER AS 2600860)	1	EA		
134	RESISTOR	1	EA		
135	RESISTOR	1	EA		
136	CHAIN, #50 20 FT PACK	1	EA		
137	SOLENOID SUPORT BRACKET	1	EA		
138	SOLENOID LOCK PIN SLEEVE	1	EA		
139	PLATE, BASE 9150	1	EA		
140	COVER, SWITCH, LOCKING	1	EA		
141	PULLEY, 7 IN. CAST IRON	1	EA		
142	PULLEY 8 IN	1	EA		
143	KIT, HEATER	1	EA		
144	WASHER, 2 ODX1.315	1	EA		
145	THRU-BEAM, INFRARED UL325	1	EA		
146	RELAY, SOLID STATE	1	EA		
147	OP, SLIDE, 1HP, 115V	1	EA		
148	OP, SLIDE, 1HP, 208 1PH, #60 CHAIN	1	EA		
149	OPERATOR, SLIDE 1HP 208V/3PH	1	EA		
150	ARMATURE HOUSING	1	EA		
151	ARMATURE HOUSING	1	EA		
152	SEVEN DAY TIMER	1	EA		
153	6" 'V' PRECISION WHEEL HOLDER	1	EA		
154	6" PRECISION 'V' GROOVE WHEEL	1	EA		
155	LOOP HARNESS	1	EA		

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (15 of 18 pages)

ITEM #	ITEM NAME Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
156	GUARDIAN OPERATOR FORM BOXES	1	EA		
157	FLUSH MOUNT KIT	1	EA		
158	ADAPTER PLATE FOR POST MOUNT	1	EA		
159	MILLEREDGE REC	1	EA		
160	COIL CORD, 2- WIRE 18 GA.	1	EA		
161	EDGE, SLIDE-IN, 2-WIRE	1	EA		
162	CHANNEL, ME110/111 MNTG.	1	EA		
163	EDGE, SLIDE-IN, 2-WIRE	1	EA		
164	TOMAR STROBE TESTER	1	EA		
165	DETECTOR MODULE ONLY FOR STROBE DETECTOR	1	EA		
166	ENHANCED POWER MODULE	1	EA		
167	DUAL DET+EPM+HOUSING	1	EA		
168	T SMART PASS 4 ATA RS232	1	EA		
169	T ENCOMPASS 4 SUPER EGO RS232	1	EA		
170	T ENCOMPASS 4 EGO/ATA PROTOCOL RS232 - DUAL	1	EA		
171	EDGE, SLIDE-IN, 2-WIRE	2	EA		
172	SMART PASS	40	EA		
173	REGULAR LABOR RATE PER HOUR	10	EA		
174	AFTER HOURS & HOLIDAY LABOR RATE PER HOUR	40	EA		
	FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid IF applicable do NOT include sales tax in unit price.			TOTAL BID	

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

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (16 of 18 pages)

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)
DOORKING			
GUARDIAN			
DITECK			
MILLER EDGE			
TOMAR ELECTRONICS			
TRANSCORE			

8. DELIVERY:

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

Delivery locations: Field Operations, 3390 N. Richey Blvd, Tucson, AZ 85716
 Treatment, 7101 N. Casa Grande Hwy, Tucson, AZ 85741
 Roger Road, 2600 W. Sweetwater, Tucson, AZ 85743
 Outlying Facilities, 4527 W. Walker Rd., Tucson, AZ 85741
 NRP&R, 3500 West River Road, Tucson, AZ 85741

Delivery hours at all locations:

Normal Business Hours will fall between 7:00 am and 5:00 pm, Monday through Friday

After Normal Business Hours will fall between 5:01 pm and 6:59 am, Monday through Friday, Sat & Sun

Holiday Hours will be on Pima County recognized Holidays. <http://www.pima.gov/cob/holiday.htm>

Supplier guarantees delivery of product or service **in less than two (2) calendar days** after issue date of order. If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

9. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and City sales tax.

Posada Del Sol is exempt from all taxes as provided in A.R.S. 42-5159 and Arizona State Revenue Code #R-15-5-2320.

Pima County will furnish an exemption certificate upon request. No separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

10. OTHER DOCUMENTS

Supplier and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 12683 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Suppliers Bid Offer, documents submitted by Supplier or References to satisfy Supplier Minimum Qualifications and on other information and documents submitted by the Supplier in its' response to the County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

Supplier shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. COUNTY is to be named as an additional insured for all operations performed within the scope of the Contract between COUNTY and CONTRACTOR;

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (17 of 18 pages)

- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

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

12. PERFORMANCE BOND:

Performance Bond not required.

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Supplier acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date

14. 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.

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitations 'Instruction To Bidders'? Yes No (Select one)

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

(REMAINDER OF THIS PAGE LEFT BLANK)

OFFER AGREEMENT: GATE SYSTEM PARTS AND SERVICE (18 of 18 pages)

16. BID/OFFER CERTIFICATION:

SUPPLIER LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ **FAX:** _____

CONTACT PERSON EMAIL ADDRESS: _____

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

CORPORATE HEADQUARTERS LOCATION:

STREET ADDRESS CITY, STATE, ZIP: _____

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "Supplier" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that shall require the Offeror to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

County Attorney Contract Approval "As to Form":

PIMA COUNTY STANDARD TERMS AND CONDITIONS (12/20/10)

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.

10. PACKING:

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

11. DELIVERY:

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

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

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

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

12. SPECIFICATION CHANGES:

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

13. INSPECTION:

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

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

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

16. ACCEPTANCE OF MATERIALS AND SERVICES:

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

17. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

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

In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to Purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the

contract or purchase order, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

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

19. COOPERATIVE USE OF RESULTING AGREEMENT:

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

20. PATENT INDEMNITY:

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

21. INDEMNIFICATION:

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

22. UNFAIR COMPETITION AND OTHER LAWS:

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

23. COMPLIANCE WITH LAWS:

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. 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.

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

24. ASSIGNMENT:

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

25. CONFLICT OF INTEREST:

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

26. NON-DISCRIMINATION:

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

27. NON-APPROPRIATION OF FUNDS:

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

28. PUBLIC INFORMATION:

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

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

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

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

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

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

Should exceptional circumstances be present that may justify an additional charge, the Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by the Contractor result in additional costs to the COUNTY the Contractor

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

30. AMERICANS WITH DISABILITIES ACT:

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

31. NON-EXCLUSIVE:

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

32. PROTESTS:

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

33. TERMINATION:

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

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

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

35. INDEPENDENT CONTRACTOR:

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

36. BOOKS AND RECORDS:

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

37. COUNTERPARTS:

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

38. AUTHORITY TO CONTRACT:

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

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the blanket contract, purchase order or contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and

complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

40. SUBCONTRACTOR:

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

41. SEVERABILITY:

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

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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

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

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

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

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

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

43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

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

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS