



**PIMA COUNTY
PROCUREMENT**
130 W. CONGRESS ST., 3rd FLOOR
TUCSON, ARIZONA 85701-1317
TELEPHONE (520) 740-8161, FAX (520) 798-1484

February 7, 2012

IFB 26115 Playground Equipment and Supplies
Addendum #2

The following revisions shall be incorporated into **IFB #26115**:

1. **Bid Due Date & Time:** **Bid Due Date & Time are CHANGED** to *February 15, 2012 @ 3:30 P.M.*
2. **Replace**, UNIT PRICES schedule, Group 2 and Group 3, **with** the following UNIT PRICES – REVISED:

UNIT PRICES –REVISED (Net 30 day Payment Terms)

GROUP 2 (REVISED):

Vendor must bid all items in group to be considered for award.

ITEM #	ITEM NAME	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1.	PW Athletic Mfg. Co. Model A210, <u>Or Equal</u> , aluminum plank, w/associated hardware, 15' X 10". Mfgr. & model offered:	7	EA		
2.	PW Athletic Mfg. Co. Model #1140-20, <u>Or Equal</u> , large group barbecue grill assembly. Mfgr. & model offered:	9	EA		
3.	PW Athletic Mfg. Co. Model #1173-12 <u>TR</u> , <u>Or Equal</u> , Aluminum bleacher, 3-tier X 15', without guardrails. Mfgr. & model offered:	4	EA		
4.	PW Athletic Mfg. Co. Model #1185-521VBGR-ACAH, <u>Or Equal</u> , Deluxe Bleacher, 5 Row, 21', with center aisle and Handrail. Mfgr. & model offered:	1	EA		
5.	ONE-YEAR TOTAL (Items #1 through #4)				\$
	FIVE-YEAR TOTAL BID (Item #5 x 5 Years)				\$
	FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid <u>IF</u> applicable, do <u>NOT</u> include sales tax in unit price.				

Solicitation #26115

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.

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)

GROUP 3 (REVISED):

ITEM #	ITEM NAME	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1.	National Recreation # <i>TR-0321 PRF</i> , Or Equal, Aluminum bleacher, 3-tier X 21', tip and roll, w/o guardrails. Mfgr. & model offered: _____	4	EA		
2.	Wabash Valley Mfg. #SG111D, Or Equal, Picnic Tables. Mfgr. & model offered: _____	5	EA		
3.	ONE-YEAR TOTAL (Items #1 and #2)				\$
	FIVE-YEAR TOTAL BID (Item #3 x 5 Years)				\$
	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.				

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.

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)

Solicitation #26115

3. **Replace**, original OFFER AGREEMENT: PLAYGROUND EQUIPMENT AND SUPPLIES **with** OFFER AGREEMENT:
PLAYGROUND EQUIPMENT AND SUPPLIES - ADDENDUM 2

All other terms and conditions remain the same.

Keith E. Rogers
Commodity Contracts Officer
Pima County Procurement
Telephone: (520) 740-3542
Fax: (520) 791-6643
keith.rogers@pima.gov

OFFER AGREEMENT: PLAYGROUND EQUIPMENT AND SUPPLIES – ADDENDUM 2 (page 1 of 8)

1. INTENT:

This document is intended to establish an indefinite delivery/indefinite quantity purchase agreement contract to provide Pima County (“County”) with such quantities of replacement playground equipment, repair parts and supplies 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. The estimated five-year award amount is \$155,000.00. It is the intention of the County to award contracts by group. However, contracts may be awarded by line item or by combination of group and line item if deemed to be in the County’s best interests. 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, RENEWALS & AMENDMENTS:

The term of the agreement will be for five (5) years with no renewals.

Provided that the County acquires prior written acceptance of amendments to this agreement from individuals certifying that they have authorization to bind the Supplier to legal agreements, both parties agree that amendments to the agreement may be issued and effective on the date of issue of a revised blanket contract or Purchase Order document by the County without further action by either party. Written acceptance may be given in the form of email, facsimile or other method acceptable to both parties to the agreement.

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 possess adequate inventory to supply the required units.

1. Vendor must be able to provide materials and equipment requested within 4 weeks ARO.
2. Supplier must have a good reputation in the community for good business practices verifiable by the Better Business Bureau.
3. Supplier must have a valid business license.
4. Supplier shall provide items as specified on item list.
5. Supplier shall provide items that meet or exceed IPEMA (International Play Equipment Manufacturers’ Assn.), CPSC (Consumer Product Safety Commission), ADA (Americans with Disabilities Act) guidelines.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

1. Vendor must be able to provide materials and equipment requested within 4 weeks ARO.
2. All materials and/or parts shall be compatible with the equipment being repaired and in new and unused condition unless otherwise specified.
3. Playworld replacement parts must be replaced with the exact Playworld parts.

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.

(CONTINUED) OFFER AGREEMENT: PLAYGROUND EQUIPMENT AND SUPPLIES – ADDENDUM 2 (page 2 of 8)

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 postconsumer 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 shall include:

- Supplier shall recycle as many recyclable 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 shall 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 shall provide to the consumer as many environmentally preferable products as possible.
- Supplier shall modify business practices to decrease air, water and ground pollution.
- Supplier shall 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 Blanket Contract 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.

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.

(CONTINUED) OFFER AGREEMENT: PLAYGROUND EQUIPMENT AND SUPPLIES – ADDENDUM 2 (page 3 of 8)

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.

(CONTINUED) OFFER AGREEMENT: PLAYGROUND EQUIPMENT AND SUPPLIES – ADDENDUM 2 (page 4 of 8)

UNIT PRICES –REVISED (Net 30 day Payment Terms)

GROUP 1 (REVISED):

PLAYWORLD ITEMS ONLY – NO SUBSTITUTIONS. Vendor must bid all items in group to be considered for award.

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.	Replacement swing seat, belt type, slash proof, black. Playworld #AMC0005BLK only – <u>NO SUBS.</u>	10	EA		
2.	Slash proof infant swing seat. Playworld #AMC0006BLK only – <u>NO SUBS.</u>	13	EA		
3.	Playworld #ZZXX0134 swing chain only – <u>NO SUBS.</u>	220	FT		
4.	Playworld barbecue grill assembly, # ZZXX1451 only – <u>NO SUBS.</u>	6	EA		
5.	Playworld bicycle rack, #ZZXX1642 only – <u>NO SUBS.</u>	4	EA		
6.	Playworld 6' recycled plastic permanent angle leg bench, black, #ZZXX99010 only – <u>NO SUBS.</u>	6	EA		
7.	ONE-YEAR TOTAL (Items #1 through #6)				\$
	FIVE-YEAR TOTAL BID (Item #7 x 5 Years)				\$
	FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid <u>IF</u> applicable, do <u>NOT</u> include sales tax in unit price.				

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.

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)

(CONTINUED) OFFER AGREEMENT: PLAYGROUND EQUIPMENT AND SUPPLIES – ADDENDUM 2 (page 5 of 8)

GROUP 2 (REVISED):

Vendor must bid all items in group to be considered for award.

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.	PW Athletic Mfg. Co. Model A210, Or Equal, aluminum plank, w/associated hardware, 15' X 10". Mfgr. & model offered:	7	EA		
2.	PW Athletic Mfg. Co. Model #1140-20, Or Equal, large group barbecue grill assembly. Mfgr. & model offered:	9	EA		
3.	PW Athletic Mfg. Co. Model #1173-XX TR, Or Equal, Aluminum bleacher, 3-tier X 15', without guardrails. Mfgr. & model offered:	4	EA		
4.	PW Athletic Mfg. Co. Model #1185-521VBGR-ACAHR, Or Equal, Deluxe Bleacher, 5 Row, 21', with center aisle and Handrail. Mfgr. & model offered:	1	EA		
5.	ONE-YEAR TOTAL (Items #1 through #4)				\$
	FIVE-YEAR TOTAL BID (Item #5 x 5 Years)				\$
	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.				

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.

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)

(CONTINUED) OFFER AGREEMENT: PLAYGROUND EQUIPMENT AND SUPPLIES ADDENDUM 2 (page 6 of 8)

GROUP 3 (REVISED):

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.	National Recreation # <i>TR-0321 PRF</i> , Or Equal, Aluminum bleacher, 3-tier X 21', tip and roll, w/o guardrails. Mfgr. & model offered:	4	EA		
2.	Wabash Valley Mfg. #SG111D, Or Equal, Picnic Tables. Mfgr. & model offered:	5	EA		
3.	ONE-YEAR TOTAL (Items #1 and #2)				\$
	FIVE-YEAR TOTAL BID (Item #3 x 5 Years)				\$
	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.				

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.

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)

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.

Pima County NRPR Warehouse
5955 N. Camino de la Tierra
Tucson, Arizona 85741

And other locations, as required, within a 50 mile radius of the intersection of Stone Ave and Broadway in Tucson Arizona.

Supplier guarantees delivery of product or service **in less than four weeks 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.

(CONTINUED) OFFER AGREEMENT: PLAYGROUND EQUIPMENT AND SUPPLIES – ADDENDUM 2 (page 7 of 8)

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. 26115 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;
- 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:

No bond 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.

(CONTINUED) OFFER AGREEMENT: PLAYGROUND EQUIPMENT AND SUPPLIES – ADDENDUM 2 (page 8 of 8)

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"