



**PIMA COUNTY
PROCUREMENT**
130 W. CONGRESS ST., 3rd FLOOR
TUCSON, ARIZONA 85701-1317
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January 9, 2013

IFB 75227 LANDSCAPE MATERIAL
Addendum #1

The following revisions shall be incorporated into **IFB #75227**:

1. **Change** on page 1: **DUE IN AND OPENS** as follows:

From: "...**JANUARY 10, 2013 AT OR BEFORE 2:30 P.M. LOCAL ARIZONA TIME (MST)**...."

To: "...**JANUARY 17, 2013 AT OR BEFORE 2:30 P.M. LOCAL AZ TIME (MST)**...."

2. **REPLACE** pages 5 through 12: **OFFER AGREEMENT: LANDSCAPING MATERIALS (1 of 8 pages)** as follows:

From: "... **OFFER AGREEMENT: LANDSCAPING MATERIALS (1 of 8 pages)**...."

To: "... **OFFER AGREEMENT: LANDSCAPING MATERIALS (1 of 8 pages) ADDENDUM 1....**"

Bidders are advised to thoroughly review the addendum pages and that only the revised pages will be accepted in bidders submittals.

All other terms and conditions remain the same.

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Pima County Procurement
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OFFER AGREEMENT: LANDSCAPING MATERIALS (1 of 8 pages) ADDENDUM 1

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 landscaping materials 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 Pima County to award to one supplier. 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 the business of selling specified materials for a minimum of three consecutive years including the current year.

CERTIFY MINIMUM QUALIFICATIONS BY MARKING 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. Yes No

Supplier certifies that they have been in the business of selling specified materials that they are bidding on for a minimum of three consecutive years, including the current year. Yes No

Supplier has attached or included what “green” programs they have implemented per the instructions beginning **on page 4 of Addendum 1**. Yes No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

The descriptions, brand names and vendor numbers listed are for reference to minimum specifications and will be used in the evaluation of items needed by Pima County. Bids will be accepted with alternate, equivalent products. Pima County will have final determination on equivalency.

Bidders must use the bid forms provided.

OFFER AGREEMENT: LANDSCAPING MATERIALS (2 of 8 pages) ADDENDUM 1

Item #	ITEM DESCRIPTION
1	DECOMPOSED GRANITE 1/4" M TUCSON ROSE
2	DECOMPOSED GRANITE 1/4"M AMBER
3	DECOMPOSED GRANITE 1/4"M APACHE RED
4	DECOMPOSED GRANITE 1/2" DESERT BROWN
5	DECOMPOSED GRANITE 1/4" YAVAPAI CORRAL
6	DECOMPOSED GRANITE 3/8" DESERT BROWN
7	NATURAL MATERIALS 3/4" AND 1-1/2" YAVAPAI CORRAL ROCK
8	NATURAL MATERIALS 1-1/2" TO 3" CORONADO BROWN ROCK
9	NATURAL MATERIALS 4" TO 8" DESERT BROWN ROCK
10	CRUSHED ROCK 3/4"- 1 1/2"
11	RIP RAP 3" - 6" DARK GREY
12	RIP-RAP 4" - 10" CORONA BROWN
13	RIP RAP 4" - 12" DARK GREY
14	RIP RAP 6" - 12" SAHUARO BROWN
15	RIP RAP 6" - 12" GRAY LIMESTONE
16	RIP RAP 6" - 12" CORONADO ROCK
17	RIP RAP 8" - 18" CORONA BROWN
18	RIP RAP 12" - 18" DARK GREY
19	RIP RAP 18" - 24" CORONA BROWN
20	DIAMOND RED INFIELD MIX 2 MM.
21	STABILIZED DIAM RED INFIELD MIX
22	COMPOST, 1/4"
23	PEA GRAVEL
24	SALT RIVER ROCK 1-1/2" TO 3"
25	SALT RIVER ROCK 8"-18"
26	TOP SOIL ASTM Specification D 5268-0
27	USGA SAND & MULCH
28	INFIELD MIX RED 2 MM DELIVERED PRICE
29	INFIELD MIX RED 2 MM PICK UP PRICE

DELIVERED PRICE will be for locations inside the metropolitan Tucson Area defined as a of a twenty-five (25) mile radius from downtown Tucson. The downtown address will be 130 W. Congress to set the mileage standard. The majority of calls have been within the twenty-five mile radius and no separate charge will be allowed for delivery within the twenty-five mile radius from 130 W. Congress.

All Natural Materials will include but not be limited to the following colors in all sizes:

White Marble	Apache Brown	Sonaran Tan
Wild Cat Red	Desert Brown	Classy Pink
Coronado Brown	Desert Mauve	Mission Red
Navajo Gold		

DECOMPOSED GRANITE:

Decomposed Granite (DG) for landscaping material shall be free from lumps or balls of clay and shall not contain calcareous coatings, caliche, organic matter or foreign substances. All material shall be from a single production source and shall present a uniform appearance. This will be for all sizes and colors.

TopSoil to meet ASTM Specification D 5268-0. Shall be Sandy Loam with 5-7% Organic Matter Content

OFFER AGREEMENT: LANDSCAPING MATERIALS (3 of 8 pages) ADDENDUM 1

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.

All Invoice documents shall reference the County's Purchase Order or Contract number under which the services or

OFFER AGREEMENT: LANDSCAPING MATERIALS (4 of 8 pages) ADDENDUM 1

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 may not be fully or accurately defined on an order, they will be paid when they are **DIRECTLY** applicable to Pima County and invoiced as a separate line item; those taxes should not be included in the item 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 after which 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.

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OFFER AGREEMENT: LANDSCAPING MATERIALS (5 of 8 pages) ADDENDUM 1**UNIT PRICES (Net 30 day Payment Terms)**

All line items **should** 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	DECOMPOSED GRANITE 1/4" M TUCSON ROSE	20	TON		
2	DECOMPOSED GRANITE 1/4"M AMBER	175	TON		
3	DECOMPOSED GRANITE 1/4"M APACHE RED	25	TON		
4	DECOMPOSED GRANITE 1/2" DESERT BROWN	130	TON		
5	DECOMPOSED GRANITE 1/4" YAVAPAI CORRAL	25	TON		
6	DECOMPOSED GRANITE 3/8" DESERT BROWN	130	TON		
7	NATURAL MATERIALS 3/4" AND 1-1/2" YAVAPAI CORRAL ROCK	43	TON		
8	NATURAL MATERIALS 1-1/2" TO 3" CORONADO BROWN ROCK	80	TON		
9	NATURAL MATERIALS 4" TO 8" DESERT BROWN ROCK	18	TON		
10	CRUSHED ROCK 3/4"- 1 1/2"	37	TON		
11	RIP RAP 3" - 6" DARK GREY	270	TON		
12	RIP-RAP 4" - 10" CORONA BROWN	4	TON		
13	RIP RAP 4" - 12" DARK GREY	455	TON		
14	RIP RAP 6" - 12" SAHUARO BROWN	47	TON		
15	RIP RAP 6" - 12" GRAY LIMESTONE	4	TON		
16	RIP RAP 6" - 12" CORONADO ROCK	12	TON		
17	RIP RAP 8" - 18" CORONA BROWN	8	TON		
18	RIP RAP 12" - 18" DARK GREY	185	TON		
19	RIP RAP 18" - 24" CORONA BROWN	8	TON		
20	DIAMOND RED INFIELD MIX 2 MM.	248	TON		
21	STABILIZED DIAM RED INFIELD MIX	195	TON		
22	COMPOST, 1/4"	290	TON		
23	PEA GRAVEL	32	TON		
24	SALT RIVER ROCK 1-1/2" TO 3"	40	TON		
25	SALT RIVER ROCK 8"-18"	12	TON		
26	TOP SOIL ASTM Specification D 5268-0	268	TON		

OFFER AGREEMENT: LANDSCAPING MATERIALS (6 of 8 pages) ADDENDUM 1

ITEM #	ITEM NAME Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
27	USGA SAND & MULCH	50	TON		
28	INFIELD MIX RED 2 MM DELIVERED PRICE	75	TON		
29	INFIELD MIX RED 2 MM <u>PICK UP PRICE</u>	248	TON		
	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.			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.

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.

Supplier guarantees delivery of product or service per the instruction on the Direct Order 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. 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. 75227 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.

OFFER AGREEMENT: LANDSCAPING MATERIALS (7 of 8 pages) ADDENDUM 1

11. INSURANCE:

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

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

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

12. PERFORMANCE BOND:

No Performance 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

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OFFER AGREEMENT: LANDSCAPING MATERIALS (8 of 8 pages) ADDENDUM 1

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":