



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: February 21, 2017

or Procurement Director Award

Contractor/Vendor Name (DBA): Hanger One Avionics Inc. (Headquarters: Carlsbad, CA)

Project Title/Description:

Aircraft Avionics and AirFrame Services

Purpose:

Award of Contract: Master Agreement No. MA-PO-17-147. Contract is for an initial term of one (1) year with four (4) one-year renewal options. This award is split into three (3) parts. 1) Mapping System Upgrades will be a one-time purchase planned for Fiscal Year 2016/2017 in the not-to-exceed amount of **\$260,000.00**. 2) Video Downlink Upgrades will be an one-time purchase planned for Fiscal Year 2017/2018, subject to receipt of grant funds, in the not-to-exceed amount of **\$329,900.00**. 3) An annual award in the not-to-exceed amount of **\$50,100.00**.

The MA will be established for a not-to-exceed of **\$310,100.00** to account for the one-time purchase of the Mapping System Upgrades and the first year of annual maintenance and repairs.

Administering Department: Sheriff

Procurement Method:

Pursuant to Pima County Procurement Code 11.12.050, Sole Source Procurement, award of Requisition No.17-112 is recommended to Hanger One Avionics, which has accepted the terms of the County's Offer Agreement.

Attachment: Master Agreement

PRCUID No. 241347

Program Goals/Predicted Outcomes:

The establishment of this agreement will allow the Sheriff's Department to safely continue flight operations, enhancing the safety of the deputies and public.

Public Benefit:

Continued safe flight operations, enhancing public safety related to the Sheriff's fixed-winged aircraft and rescue helicopter.

Metrics Available to Measure Performance:

Monitor vendor to perform all assessments and maintenance in a timely manner with precision and quality.

Retroactive:

No

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To: CoB- 2-15-17
Pgs - 20
Addendum

Procure Dept 02/15/17 PM 03:22

Original Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 17-147

Effective Date: 02/21/2017 Termination Date: 02/20/2018 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ _____

Funding Source(s): 1) FY 16/17:OPSG Fund \$130,000.00 and SHSGP Fund \$130,000.00, 2) FY 17/18: OPSG/SHSGP \$329,900.00, 3) Annual Award: General Fund

Cost to Pima County General Fund: \$50,100.00

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards
Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Maria Julia Canizales

Department: Procurement Telephone: 724-8167

Department Director Signature/Date: [Signature] 2/15/17 OPERATIONS CHIEF

Deputy County Administrator Signature/Date: [Signature] 2-15-17

County Administrator Signature/Date: [Signature] 2/15/17
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 1700000000000000147

MA Version: 1

Page: 1 of 2

Description: Aircraft Avionics and AirFrame Services

I S S U E R	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	Issued By: MARIA CANIZALES
	Phone: 5207248167
	Email: maria.canizales@pima.gov

T E R M S	Initiation Date: 02-21-2017
	Expiration Date: 02-20-2018
	NTE Amount: \$310,100.00
	Used Amount: \$0.00

V E N D O R	Hangar One Avionics Inc.	Contact: ken piland
	2026 Palomar Airport Rd.	Phone: 760-929-2270
	Carlsbad CA 92011	Email: ken@h1avionics.com
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
Award of Contract: Contract is for an initial term of one (1) year in an not-to exceed award amount of \$310,100.00 and includes four (4) one-year renewal options.	
Attached: Offer Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

MASTER AGREEMENT DETAILS



Master Agreement No: 1700000000000000147

MA Version: 1

Page: 2 of 2

Line	Description					
1	Avionics Maintenance and Repair Services					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$100.00			
2	NVG cockpit instrument compatibility					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,000.00			
3	UC-6000 Moving Map system FY 2016-2017					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$125,000.00			
4	Repair and install G-500/GPS navigation systems					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,500.00			
5	BMS DownLink System Installation FY 2017-2018					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$65,000.00			
6	Free Form Line for items not listed. (Parts 15% over cost)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

**PIMA COUNTY REQUEST FOR OFFER**

As authorized by

Sole Source

Procurement Processes

SOLICITATION #: 241347**TITLE: Aircraft Avionics Services**

TRANSMITTED TO: Hangar One Avionics
 Attn: Ken Piland
 2026 Palomar Airport Rd.
 Carlsbad, California, 92011

SOLICITATION: Pima County (COUNTY) is soliciting offer from Contractor (s) qualified, responsible and willing to provide the Goods and/or Services in compliance with the attached *Offer Agreement*.

INSTRUCTIONS REGARDING PREPARATION and SUBMISSION OF OFFER:

The Contractor to whom this request is transmitted is requested to complete, execute and submit the attached *Offer Agreement (1 of 14 pages)*. Failure to complete and provide the information and documents as requested may result in a determination that the offer is non-responsive and cannot be evaluated or used. The information, documents or actions to be performed by the Contractor are:

1. Complete the following sections of the attached Offer Agreement:

Unit Prices, Discount %, Catalogs & Price Lists; Contractor e-mail address to which orders can be transmitted
 Offer Certification information and signature.

2. In addition to the executed Offer Agreement or Traditional Contract please provide the following documents:
 License, Degrees, Professional Certifications; Product or Service Description documents; If services on County premises/property provided Insurance Document naming COUNTY as Co-Insured.

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 offer. Typewritten responses are **preferred**.

All offers shall if appropriate indicate the registered trade name, stock number, and packaging of the items included in the offer.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk. Modification of the attached Offer Agreement in areas other than directed above may render the document unusable by COUNTY.

CONTRACTOR RECORD MAINTENANCE

By submitting a response to this solicitation, the Contractor agrees to establish and maintain a complete Pima County Contractor 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's due date. The Contractor also agrees to update the information within ten calendar days of any changes made and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Registration (VRAMP)/Vendor Self Service (VSS) Portals. The registration requires that the Contractor establishes and maintains email functionality. In addition to providing the means for a Contractor to create and maintain their own record, the portals also provide for email notice to the Contractor regarding solicitations published by Pima County for commodities of interest as defined by the Contractor record. Internet links for Contractor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>

Questions may be submitted to Maria Julia Canizales, e-mail; maria.canizales@pima.gov, Phone No.; (520) 724-8167, Fax No. (520) 222-1484

SUBMIT THE REQUESTED DOCUMENTS & INFORMATION AT OR BEFORE FEBRUARY 3, 2017, 11:00 A.M. LOCAL ARIZONA TIME (MST)**TO:**

Pima County Procurement Department; 130 West Congress, Mallstop DT-AB3-126, 3rd Floor; Tucson, Arizona 85701
 Attention: Maria Julia Canizales

Documents may be delivered to the above address as hard copy or submitted via Facsimile 520-222-1484 or
 E-mail: maria.canizales@pima.gov

1. INTENT:

This document is intended to establish a Master Agreement ("MA") contract to provide Pima County ("County") with such quantities of aircraft avionics services as County may order from time to time by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM") pursuant to a resulting contract. As defined by the Pima County Standard Terms and Conditions (STC) included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost to Pima County.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein. The parties may modify, amend, alter or extend this Contract only by a signed, written amendment.

2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:

The initial term of the contract will be for a one-year (1) period and include four (4) one-year renewals that the parties may exercise upon written agreement as follows:

County will make proposed extensions or renewals of the contract (if included in the contract) and revisions to the contract through the issuance by County to Contractor of a revised MA, document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the amendment will be binding upon the parties, effective on the date of issuance.

3. CONTRACTOR MINIMUM QUALIFICATIONS: NONE**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Contractor shall supply the Pima County Sheriff's Department with FAA/PMA approved aviation parts for our Airbus AS350B3e helicopter and be able to install, troubleshoot, and repair any of our onboard systems, BMS downlinks, Aero Computers, FLIR wiring kits, Tactical Flight Deputy work-stations, and all onboard avionics for the following:

List of Aircraft:

- Cessna T206, Soloy turbine conversion (N700AZ & N613SD).
- AS350B3e A-Star helicopter (N599SD).
- Cessna 310R (N1865S).

General Specifications:

1. Contractor shall supply Pima County with FAA/PMA approved/manufacture parts.
2. Contractor must be a FAA certified repair station.
3. Contractor must be an authorized factory Garmin dealer.
4. Contractor must be an FLIR authorized installation center.
5. Contractor must be an AeroComputer authorized service center.
6. Contractor must employ factory-trained Airbus technicians.
7. Contractor must be available by phone to assist Sheriff's Department Aircraft Mechanics with troubleshooting.
8. Contractor must be able to complete annual inspections on Cessna T206, Cessna 310, and AS350B3e aircraft.
9. Contractor must be able to perform avionics/maintenance work, without sub-contracting the desired work, except where proprietary modifications must be made.
10. Contractor must have a current "Safety Management System" in place; that includes a drug policy for current employees. Documents must be available upon request by Pima County.
11. Contractor shall maintain open communication with Pima County Sheriff's Department; i.e. Fax, email, and telephone.
12. Contractor must be able to work and comply with Soloy Aviation engineering department, to maintain and modify current Standard Terms and Conditions.
13. Contractor must have an established business relationship with Airbus Helicopters; as it relates to AS350B3e aircraft.
14. Contractor shall provide Pima County aircraft mechanics with avionics maintenance and troubleshooting assistance, via. Phone, text, and email. In rare case the aircraft may be flown to Contractors facility within 400 NM of Tucson, Arizona or a representative may have to assist Pima County mechanics in person.
15. Contractor will provide own transportation and costs associated with coming to Pima County Air Unit if necessary.

16. Contractor shall have all replacement instruments configured to NVG compatibility.
17. Contractor must be an authorized AeroComputer service center.
18. Contractor must be an authorized Garmin dealer and be familiar with a Cessna 310.
19. Contractor must be an authorized Broadcast Microwave Systems (BMS) service center.
20. All parts and equipment provided to the County must be of the highest industry standard. Materials purchased through this contract must be new and unused, demonstrator models shall not be acceptable.
21. Contractor must guarantee all parts and equipment under this contract against defects for a period for a minimum of one year from the delivery date. Contractor will perform all warranty replacements at no additional cost to Pima County.
22. Parts or equipment causing damage to the Pima County asset, contractor must pay for parts and labor of repairs. All parts must meet the FAA requirements.
23. Contractor will remove and re-install the UC-6000 AeroComputer Moving Map System, including all parts, labor and incidentals with a not-to-exceed amount submitted on the pricing page (page 4). Contractor must break down labor and part on the invoice.
24. Contractor will remove and re-install the BMS DownLink System, including all parts, labor and incidentals with a not-to-exceed amount submitted on the pricing page (page 5). Contractor must break down labor and part on the invoice.

Pricing Specifications:

25. All pricing must be quoted as F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), delivered to and unloaded at the destination(s). All goods and service unit prices must include all costs associated with providing this equipment and/or labor per this solicitation. No additional charges, fuel surcharges, miscellaneous shop fees, etc., will be allowed.
26. Although State and City sales tax are paid when applicable and invoiced, taxes should not be included in the prices.
27. County will pay to have aircraft delivered to vendor's maintenance facility when maintenance is required.

Delivery Specifications:

28. All items must be labeled and packaged in accordance with Code of Federal Regulations Title 49, Transportation, American National Standards Institute (ANSI) MH2, Materials Handling and Z129.1, Hazardous Industrial Chemicals.
29. County will order pursuant to an executed DO. Documents will be furnished to Contractor via e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.
30. Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.
31. All Invoice documents will reference the County's DO. 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 Contractor unprocessed for correction. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.
32. Delivery shall be made to: Pima County Sheriff's Department, 1505 E Apache Park Pl, Tucson, AZ 85714 during the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday, excluding Pima County Holidays.
33. Invoice must have your company name and contact information, Pima County's DO No., brief equipment description and part number (per line item) and Pima County's unit price and total without taxes. Please list the tax on your invoice as a separate line item. Taxes will be paid, if applicable.

Detailed Warranty Specifications:

34. The warranty period shall be a minimum of one year for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Pima County. During the one-year warranty period flying the aircraft to and from the repair facility will not be an additional charge to Pima County.
35. Warranty brochures shall be submitted with the bid explaining the warranty coverage and defining specifically what is covered by warranty.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute contracts by issue of a Master Agreement (MA) to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed MA by issue of DO or DOM documents. County will furnish order documents to Contractor via facsimile, e-mail or telephone. If County gives the order verbally, the County

Department issuing the order will transmit a confirming order document to Contractor within five workdays of the date it gives the verbal order.

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of Payment terms.

7. COMPENSATION & PAYMENT:

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

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

All invoice documents will reference the County's, DO or DOM or Contract number under which the services or products were ordered. ALL Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. County may return invoices that include line items or unit prices that do not match those documented by the County's order or contract to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of i) the receiving County Department receives goods or services into County's payment system or ii) County Financial Operations receives and verifies Contractor's Invoice.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated PO, DO or DOM to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: 0 % if payment tendered within 30 Days as above

The MA issued to accept Contractor's offer will define the not to exceed amount of the contract.

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

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

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

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date.

Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

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

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed County's order. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in an untimely manner or which does not conform to County's order. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

UNIT PRICES (Net 30 days Payment Terms)

Group A: Maintenance and Repair					
ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Avionics Maintenance and Repair Services	600	Hour	\$ 100.00	\$ 60,000.00
2	NVG Cockpit Instrument Compatibility	20	ea.	\$ 3000.00	\$ 60,000.00
3	Repair G-500 / GPS Navigation Systems	3	ea.	\$ 2500.00	\$ 7,500.00
4	Percent off list parts <u>0</u> % for NVG. Note: There is no list price for NVG. Hangar One quote is cost plus 15% .				
5	Percent off list parts <u>0</u> % for Garmin. Same as item 4				
6	Percent off list parts <u>0</u> % for AeroComputer. Same as item 4				
FOB Destination/Unloaded; include cost of freight in unit price. Although county will pay taxes if applicable, do NOT include sales tax in unit price.				Group A Sub-TOTAL BID	\$ 127,500.00

Group B: Mapping System Upgrade (one-time purchase and installation <u>NOT-TO-EXCEED AMOUNT</u>, planned for 2016-2017)					
ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
7	UC-6000 AeroComputer Moving Map System	2	Ea.	\$ 125,000.00	\$ 250,000.00
FOB Destination/Unloaded; include cost of freight in unit price. Although county will pay taxes if applicable, do NOT include sales tax in unit price.				Group B Sub-TOTAL BID	\$ 250,000.00

Group C: Video Downlink Upgrade (one-time purchase and installation NOT-TO-EXCEED AMOUNT, planned for 2017-2018)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
8	BMS DownLink System Installation	2	Ea.	\$ 65,000.00	\$ 130,000.00
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes if applicable, do NOT include sales tax in unit price.				Group C Sub-TOTAL BID	\$ 130,000.00
Add Group A + Group B+ Group C =				Total Amount	\$ 507,500.00

For those items that Contractor has not specifically listed and priced above that Contractor may provide within the defined scope of this contract, Contractor will submit Master Price List (MPL) documents, diskette or compact disc and file names or identify website address, identifying all other items offered pursuant to this contract 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 for those items specifically defined above. Item Unit Prices above will 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)
Hangar One will offer Pima County products from any manufacturer at a Cost plus 15%. Meaning Hangar One's actual cost plus 15% will be invoiced to Pima County.			

8. DELIVERY:

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

Define delivery locations; Pima County Sheriff's Department,
1505 E Apache Park Pl,
Tucson, AZ 85714

Contractor guarantees delivery of product or service in less than 1 calendar days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

9. TAXES, FEES, EXPENSES:

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

10. OTHER DOCUMENTS

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 241347 including the Invitation for Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

The Contractor's insurance shall be primary insurance and non-contributory with respect to all other available sources.
Insurance Coverages and Limits:

Aviation Commercial General Liability: Occurrence Form covering liabilities arising from bodily injury, property damage, operations, premises, independent contractors, personal injury, broad form contractual liability and products-completed operations with minimum limits not less than \$3,000,000 Each Occurrence and \$5,000,000 General Aggregate.

CGL to include Hangar keepers Liability Endorsement: Occurrence form on a direct primary basis for the value of at a minimum of \$3,000,000 each occurrence and \$5 million general aggregate.

Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

Workers' compensation and Employers' Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

Technology Errors and Omissions (E&O) Insurance: The Technology E&O coverage shall have minimum limits not less than \$500,000 Each Claim and \$1,000,000 Annual Aggregate.

- a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- b. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.
- c. Certificate of Insurance shall identify if the Tech E&O insurance required by this Contract is a claims-made policy. Contractor shall warrant that continuous coverage will be maintained as outlined in Required Insurance. A Claims-Made policy is acceptable.

Additional Coverage Requirements:

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

Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

Additional Insured: The General Liability and Business Automobile Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

Waiver of Subrogation: Commercial General Liability, Business Automobile and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance: The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).

Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

Verification of Coverage:

Contractor must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

- a. The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,
- b. A notation of policy deductibles or SIRs relating to the specific policy, and

- c. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration-date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.

County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

Cancellation Notice: Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior written notice is sufficient when the cancellation is for non-payment of a premium.

Approval and Modifications:

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

12. PERFORMANCE BOND: NONE

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE-certified as defined by the solicitation's 'Instruction To Bidders'? Yes No (Select one)
 If 'Yes', have you included your certification document? Yes No (Select one)

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

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Hangar One Avionics Inc.

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 2026 Palomar Airport Rd.

CITY/STATE/ZIP: Carlsbad CA 92011

REMIT TO ADDRESS: Same as above

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: Ken Piland / Manager

PHONE: 760-929-2270

FAX: 760-683-6980

CONTACT PERSON EMAIL ADDRESS: ken@h1avionics.com

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:
ken@h1avionics.com

CORPORATE HEADQUARTERS LOCATION:

STREET ADDRESS CITY, STATE, ZIP: 2026 Palomar Airport Rd. Carlsbad CA 92011

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) document signed by the Pima County Procurement Director or authorized designate will form a binding contract that will require Contractor 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 that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE: 

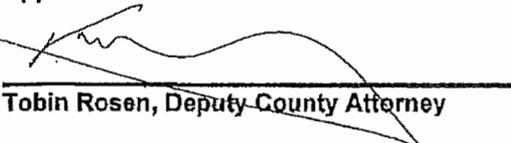
DATE: 2/6/17

Ken Piland / Secretary

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 760-929-2270 ken@h1avionics.com

Approved as to form:


Tobin Rosen, Deputy County Attorney

2/1/17
Date

PIMA COUNTY STANDARD TERMS AND CONDITIONS (06/01/16)**1. OPENING:**

Pima County ("County") will publicly open responses and will read each respondent's name, and if a Bid the amount, on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request for Proposals (RFP)*. County will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. County invites all interested parties to attend the bid opening.

2. EVALUATION:

County will evaluate responses to determine which are most advantageous to County considering evaluation criteria, conformity to the specifications and other factors.

If County makes an award, County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that County determined to be responsible for supplying the required goods or services. Unless the Bid/Offer document specifies otherwise, County will determine the low/lowest bids considering the total bid amount.

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

3. AWARD NOTICE:

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website for review. The Procurement Department will maintain a tabulation of responses.

4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the award in accordance with the County Procurement Code. County reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts 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 offeror, by submission of an offer, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract 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 contract.

7. INTERPRETATION, APPLICABLE LAW and VENUE:

The laws of the State of Arizona govern the interpretation and construction of this contract. Any action pursuant to this Contract must be filed and maintained in a court of the state of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions. 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 contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

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

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed MA, PO, DO or DOM revision or amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

10. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times, which extension of delivery time will be valid only if in writing by an authorized representative of 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's responsibility. County reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

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

12. SPECIFICATION CHANGES:

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing.

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

13. INSPECTION:

County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them 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 will not be a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include them in the Unit Price.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless the contract otherwise specifies.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivered goods or services have met all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

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

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event County cancels the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage that County sustains in procuring any items which the

Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies that the law or the contract provide.

18. FRAUD AND COLLUSION:

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

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be between the requesting party and Contractor. Contractor holds 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 contracts is available on the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima County Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must 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 will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona.

24. ASSIGNMENT:

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

25. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

26. NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

28. PUBLIC 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 or any resulting contract including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation or any resulting contract 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 or the delivery of the goods or services as applicable.

Notwithstanding the above provisions, in the event records or other information marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records or other information marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records or other information. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will 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 will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records or other information marked CONFIDENTIAL, nor is County in any way financially responsible for any costs associated with securing such an order.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Contractor must include costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products that Contractor will supply to County in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and Contractor will mark them as is practical, as the "Property of Pima County". If County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as County reasonably requests at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County had given Contractor reasonable time to respond to County's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

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

31. NON-EXCLUSIVE:

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

32. PROTESTS:

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

33. TERMINATION:

County reserves the right to terminate any MA, PO, DO, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials that County has accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, offer agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

36. BOOKS AND RECORDS:

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

37. COUNTERPARTS:

The parties may execute the Master Agreement or Purchase Order pursuant to this solicitation in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if they meet all other requirements for execution.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that County does not have authority to enter into the Master Agreement or Purchase Order, County is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

39. FULL AND COMPLETE PERFORMANCE:

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

40. SUBCONTRACTORS:

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

41. SEVERABILITY:

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

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this 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 is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is 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 will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY COUNTY:

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

44. ISRAEL BOYCOTT CERTIFICATION:

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS