



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

Award    Contract    Grant

Requested Board Meeting Date: 6/12/2018

\* = Mandatory, information must be provided

or Procurement Director Award

**\*Contractor/Vendor Name/Grantor (DBA):**

AZ Wastewater Industries, Inc. (Headquarters: Phoenix, AZ)

**\*Project Title/Description:**

Van with Close Circuit Television (CCTV)

**\*Purpose:**

Award: Purchase Order No. PO-PO-18-99. This contract is for a one-time award in the not-to-exceed amount of \$306,103.22 (including sales tax).

Administering Department: Regional Wastewater Reclamation

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, award of Requisition No. 293632 is recommended to AZ Wastewater Industries, Inc. which has accepted the terms of the County's Offer Agreement.

PRCUID: 293632

Attachment: Purchase Order

**\*Program Goals/Predicted Outcomes:**

This purchase will replace current CCTV vans and equipment for continued inspections of Pima County's sewer system to find issues prior to stoppages or before they become Sanitary Sewer Overflows.

**\*Public Benefit:**

This purchase helps reduce sewer maintenance costs by locating sewer conveyance line problems for corrective actions before they become major repairs and possible health hazards.

**\*Metrics Available to Measure Performance:**

The administering department will monitor on-time delivery, billing and warranty terms to ensure contract compliance.

**\*Retroactive:**

No

Procure Dept 05/18/18 AM 09:15

**Contract / Award Information**

Document Type: PO Department Code: PO Contract Number (i.e., 15-123): 18-99

Effective Date: 6/12/2018 Termination Date: 6/30/2018 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* 306,103.22  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: Wastewater Enterprise Fund

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

\*Is the Contract to a vendor or subrecipient? N/A

Were insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval

Vendor is using a Social Security Number?  Yes  No

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

**Amendment / Revised Award Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required:

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required:

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Michael Warren CPPB, Procurement Officer  Division Manager: 

Department: Procurement  Date: 5/15/18 Telephone: 724-8161

Department Director Signature/Date:  Date: 5/15/18

Deputy County Administrator Signature/Date:  Date: 5/16/18

County Administrator Signature/Date:  Date: 5/17/18

(Required for Board Agenda/Addendum Items)



# PURCHASE ORDER PIMA COUNTY, ARIZONA

PLEASE REFERENCE THIS PO NUMBER ON ALL INVOICES

PO No:1800000000000000099

PO Version: 1

Page: 1 of 2

|                                |   |
|--------------------------------|---|
| S<br>H<br>I<br>P<br><br>T<br>O | PIMA COUNTY FLEET SERVICES - MISSION RD<br>FS-1291-100A<br>1291 S MISSION RD<br>TUCSON AZ 85713<br><br><b>Requested By:</b> WILLIAM KEITH<br><br><b>Dept:</b> PO <b>Phone:</b> 5207246057 |
|--------------------------------|---|

|                                |  |
|--------------------------------|--|
| B<br>I<br>L<br>L<br><br>T<br>O | PIMA COUNTY FINANCE & RISK MANAGEMENT -<br>ACCOUNTS PAYABLE<br><br>PO BOX 791<br>TUCSON AZ 85701 |
|--------------------------------|--|

|                            |   |   |
|----------------------------|---|---|
| V<br>E<br>N<br>D<br>O<br>R | <b>AZ WASTEWATER INDUSTRIES INC</b><br><br>20 S 48TH AVE<br>STE 802<br>PHOENIX AZ 85043 | <b>Contact:</b> AARON MICKLE<br><b>Phone:</b> 800-778-9359<br><b>Email:</b> amickle@azwastewaterindustries.com<br><b>Terms:</b> 0.00 %<br><b>Days:</b> 30 |
|----------------------------|---|---|

|  |  |
|--|--|
| <b>Issued By:</b> MICHAEL WARREN<br><br><b>Issued Phone:</b> 5207243730<br><br><b>Issued Email:</b> michael.warren@pima.gov<br><br><b>Issued Date:</b> 05-21-2018  | <b>Total:</b> <b>\$306,103.22</b><br><br><b>FOB:</b> FOB Dest, Freight Prepaid<br><br><b>Shipping:</b> Vendor Method<br><br><b>Delivery:</b> Standard Ground |
| <b>PO Description</b><br>Sewer Inspection Closed Circuit Television Van  |  |
| <b>Modification Reason</b><br>This contract is for a one-time award in the not-to-exceed amount of \$306,103.22 (including sales tax). The terms of this agreement expire on 6/30/2018 or upon delivery and acceptance by the County, whichever comes first. |  |
| Attachment: Offer Agreement  |  |

**This Purchase Order 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.**



# PURCHASE ORDER DETAILS

PO No:1800000000000000099

PO Version: 1

Page: 2 of 2

| Line | Description                              |     | Line Subtotal |            |     | Delivery Date |
|------|--|-----|---------------|------------|-----|---------------|
| 1    | Van with Close Circuit Television (CCTV) |     | \$281,863.00  |            |     | 08-30-2018    |
|      | Quantity                                 | UOM | Unit Price    | Stock Code | VPN | MPN           |
|      | 1.00000                                  | EA  | \$281,863.00  |            |     |               |



## PIMA COUNTY REQUEST FOR OFFER

Pursuant to  
Sole Source  
Procurement Process

SOLICITATION #: 293632      TITLE: Van with Close Circuit Television      ISSUED DATE: May 3, 2018

TRANSMITTED TO: Arizona Wastewater Industries (AWI)  
20 S. 48th Ave, Suite 802  
Phoenix, AZ 85043  
Phone No: (602)778-9359

**SOLICITATION:** Pima County (COUNTY) is soliciting quote from the Offeror qualified, responsible and willing to provide one (1) Van with Close Circuit Television (CCTV) in compliance with the attached *Offer Agreement*.

### INSTRUCTIONS REGARDING PREPARATION and SUBMISSION OF OFFER:

The Offeror to whom this request is transmitted is requested to complete, execute and submit the attached *Offer Agreement* (12 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:  
Page 2, Section 7. **OPTIONAL EARLY PAYMENT DISCOUNT TERM**  
Page 3, Section 7. **UNIT PRICES (Net 30-Day Payment Terms)**  
Page 6, Section 13. **ACKNOWLEDGEMENT of SOLICITATION ADDENDA (if applicable)**  
Page 7, Section 15. **BID/OFFER CERTIFICATION**  
**ATTACHMENT A - PRODUCT SPECIFICATIONS CHECKLIST**
2. In addition to the executed Offer Agreement please provide the following documents:  
**Insurance Certification 10 days after Award.**

All prices and notations must be printed in ink or typewritten. **Erasures are not 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.

### VENDOR/OFFEROR RECORD MAINTENANCE:

By submitting a response to this solicitation, the vendor agrees to establish and maintain a complete Pima County vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation's due date. The vendor 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 Self Service (VSS)** Portal. The registration requires that the vendor establishes and maintains email functionality. In addition to providing the means for a vendor to create and maintain their own record, the portals also provide for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the vendor's record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreq.htm>

Questions may be submitted to Michael Warren CPPB, email: [michael.warren@pima.gov](mailto:michael.warren@pima.gov) Phone No: (520) 724-3730

### SUBMIT THE REQUESTED DOCUMENTS & INFORMATION AT OR BEFORE MAY 15, 2018, 1:00 P.M. LOCAL ARIZONA TIME (MST) TO:

Pima County Procurement Department; 130 West Congress Street 3<sup>rd</sup> Floor, Tucson, Arizona 85701  
Attention: Michael Warren CPPB

Documents may be delivered to the above address as hard copy or submitted via Facsimile (520) 791-6504 or  
E-mail: [michael.warren@pima.gov](mailto:michael.warren@pima.gov)

**OFFER AGREEMENT****1. INTENT:**

This document is intended to establish a Purchase Order ("PO") to provide Pima County ("County") with one (1) Van with Close Circuit Television (CCTV)

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

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 Offerors, 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.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:**

The Purchase Order will document the term of the contract. County will make proposed extension or revisions to the contract through the issuance of a revised Purchase Order document setting forth the requested changes.

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

**3. CONTRACTOR MINIMUM QUALIFICATIONS, NONE**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

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

Contractor shall provide one (1) van as specified in Attachment A, Product Specifications Checklist (6 pages). Contractor shall equip the van per the references identified in Attachment B, Index Sheet (4 pages).

**5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offer and execute this contract by issue of a Purchase Order (PO) to be effective on the document's date of issue without further action by either party. The PO will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a Purchase Order to the Contractor. County will furnish the Purchase Order 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 (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and 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 County Purchase Order.**

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 PO document 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:**

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

All Invoice documents will reference the County's Purchase Order 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 document. County may return invoices that include line items or unit prices that do not match those documented by the County's order 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 1) the receiving County Department receives goods or services into County's payment system or 2) 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 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 Offeror's response 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 that 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 renewal 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.

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

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 Offerors, 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 should be consistent with and not exceed County's PO document. 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 which does not conform to County's PO document. 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-day Payment Terms)**

| ITEM #  | ITEM NAME<br>Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications | ESTIMATED ANNUAL USAGE QUANTITY | UOM | UNIT PRICE \$           | EXTENDED AMOUNT \$      |
|---|--|---------------------------------|-----|-------------------------|-------------------------|
| 1   | Van with Close Circuit Television (CCTV)   | 1                               | Ea. | \$281,863 <sup>00</sup> | \$281,863 <sup>00</sup> |
|   | Estimated Sales Tax Rate <u>8.6</u> %  |                                 |     | -                       | -                       |
| <b>FOB Destination/Unloaded; include cost of freight in unit price.<br/>Although County will pay taxes <u>IF</u> applicable, do <u>NOT</u> include sales tax in unit price.</b> |  |                                 |     | <b>TOTAL BID AMOUNT</b> | 281,863 <sup>00</sup>   |

The section below is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under 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<br>(Unit Price x Discount % = Discounted Unit Price) |
|--|--------------|-------|--|
|  |              |       |  |
|  |              |       |  |

**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 Offerors, Standard Terms and Conditions to:

Fleet Services 1291 S. Mission Rd, Tucson, AZ. Delivery time are between 8:00am and 3:30pm Monday through Friday, excluding recognized Pima County Holidays. A 24-hour advance notice of delivery to Fleet Services is required. Notify Bob Charlton 520-724-2614, e-mail [bob.charlton@pima.gov](mailto:bob.charlton@pima.gov). Contractor agrees to deliver before August 30, 2018.

A Manufacturer's State of Origin (MSO) must accompany the vehicle and include Odometer/Hour Meter Statement. Unless otherwise ordered in writing, the MSO shall show the owner/purchaser of the equipment as:

**Pima County Board of Supervisors  
1291 S. Mission Rd  
Tucson, AZ 85713**

**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. 293632 including the Request for Offer, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any 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 Insurance requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

**Transit Insurance** - All risk coverage for shipment from warehouse facility to County designated facility. Policy shall have limits for this project of not less than the contract amount of \$281,863.00.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

**Workers' Compensation (WC) and Employers' Liability** - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

**Claim-Made Insurance 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.

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

**Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Primary Insurance:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:** 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 notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the Pima County project or contract number and project description.

**Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**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: Not Applicable**

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: AZ Wastewater Industries, Inc.

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

MAILING ADDRESS: 20 S. 48<sup>th</sup> Ave

CITY/STATE/ZIP: Phoenix, AZ 85043

REMIT TO ADDRESS: 20 S. 48<sup>th</sup> Ave

CITY/STATE/ZIP: Phoenix, AZ 85043

CONTACT PERSON NAME/TITLE: Aaron Mickle, GM

PHONE: 800-778-9359 FAX: 480-425-3321

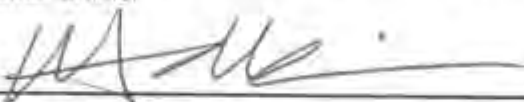
CONTACT PERSON EMAIL ADDRESS: amickle@azwastewaterindustries.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: amickle@azwastewaterindustries.com

CORPORATE HEADQUARTERS ADDRESS: 20 S. 48<sup>th</sup> Ave, Phoenix, AZ 85043

WEBSITE: www.azwastewaterindustries.com

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 MA document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services 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: 05/04/2018

Aaron Mickle, GM  
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 800-778-9359/amickle@azwastewaterindustries.com

Approved as to form:

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

\_\_\_\_\_  
Date

**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. OPENING:**

Pima County ("COUNTY") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. COUNTY will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the **evaluation** process. 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 conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If COUNTY makes an award, COUNTY will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that COUNTY determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, COUNTY will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

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 Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

**3. AWARD NOTICE:**

COUNTY will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of COUNTY. Unless COUNTY expressly agrees otherwise, resulting contracts are not exclusive, they 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 Contractor's 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 Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (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 if 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 RECORDS:**

**Disclosure** 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 documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

**Records Marked Confidential: Notice and Protective Order** If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms.

**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 Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo 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: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; 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 Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo 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**

**ATTACHMENT A**  
**PRODUCT SPECIFICATIONS CHECKLIST**

The specifications below include additional requirements not specified for the corresponding index item in Attachment B. Contractor shall place a check mark (✓) in each circle to accept and acknowledge the listed requirement.

**INDEX**

- ITEM 1.**  One (1) Ford Transit Van 350 Gas Chassis, Extra Length, High Roof
- 3.7L V6 Gas Engine
  - 6-Speed Automatic Transmission
  - 10360 lb. GVWR
  - 148" Wheel Base
  - Cab Air Conditioner
  - AM/FM Radio
  - One (1) Back-Up Camera System (Chassis)
  - CAT-5 Connection Drivers Side
  - Rear Barn Doors
- ITEM 3.**  One (1) 7.0kW Onan Commercial Grade Gas EFI Generator
- 120 Volt 60 HZ
  - Gasoline Powered
  - Electric Start
  - Air Cooled
  - Generator Remote Start/Stop Cable Assembly
- ITEM 4.**  Each HD (High Definition) DUC (Digital Universal Camera) STR-ON (straight on meaning no pan and tilt) Camera Assembly System to include:
- Single, Forward Viewing, Digital Camera with Fisheye Lens
  - For Inspection of 6"-60" Diameter Pipes
  - Strobng LED Lighting System
  - Protective Skid Kit for Front Dome of DUC( Digital Universal Camera) Camera, for 6" Pipe
  - Computer System with Digital Camera Software and Engineering Module (See below for complete component list)
  - All Necessary Connectors and Interface Cables for Reel Conversion
  - Dome Protector
- Each Pipe Ranger Steerable Camera Transporter, Wheeled, v2
- Steerable Unit Designed to Turn 360-Degrees Within Its Own Radius
  - Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe with Manual Shifter on Camera Carrier
  - Unit Shall Have Forward, Free Wheel, and Power Reverse
  - Set of Six (6) Driven Rubber Wheels to Inspect 8" Pipe
  - All Six (6) Wheel Drive Transporter Assembly to include:
  - Motor & Enclosed Drive Train
  - Tip Up Rear 12-Pin Connector
  - Transporter Control Unit
- One (1) 10" - 15" Rubber Tire Kit, v2
- One (1) 10" - 15" Spacer Kit for SPR/PR, v2
- One (1) 18"+ Pneumatic Tire Kit, v2
- One (1) Electric Camera Lift
- One (1) 8" Steel 10/12 Grit Wheel Kit, v2
- One (1) 10" - 15" Steel 10/12 Grit Wheel Kit, v2
- DUC (Digital Universal Camera) Camera to Wheeled Transporter without Lift Adapter Cable Kit
- One (1) HD (High Definition) Cable Termination to Standard 12-Pin Termination Adapter Cable



**ATTACHMENT A**  
**PRODUCT SPECIFICATIONS CHECKLIST (cont)**

**ITEM 4. (continued)**

- One (1) DUC (Digital Universal Camera) Camera to Wheeled Transporter with Electric Lift Adapter Cable K
- One (1) 1500' HD (High Definition) 12-Pin Multi-Conductor Cable, .450
- One (1) 1500' Gold Multi-Conductor Kevlar Fiber Armored Cable, .450 Diameter
- One (1) Power Levelwind & Multi Ratio Manual Transmission
- One (1) Automatic Cable Payout System
- One (1) Footage Meter with Local Counter and Remote Counter
- One (1) Transmission Control at Viewing Station
- One (1) Local Reel Mount Electrical and Mechanical Control
- One (1) Sealed Continuous Contact Collector Assembly
- One (1) Sealed Continuous Contact Video Connection
- One (1) Removable Drip Pan for Cleaning
- One (1) DUC (Digital Universal Camera) System Test Cable
- One (1) 19" (Minimum) Flat Screen Color Industrial TV Monitor NTSC/PAL (National Television System Committee/Phase Alternating Line) Color Standards
- One (1) PCU (Power Control Unit) Assembly (Rack Mount)
- One (1) CCU (Camera Control Unit) Assembly (Rack Mount)
- One (1) Alpha Numeric Information Display, with Multi Paging and Defect Coding
- One (1) Remote "QWERTY" Keyboard for Data Entry
- One (1) On Screen Footage Display
- One (1) WRC and PACP Codes
- One (1) Test Cable
- One (1) 8.7" Mini Keyboard
- One (1) Wired USB Controller
  - Joystick Control for Pan and Tilt Zoom Camera to Include:
    - 360 Degree Rotate
    - 330 Degree Optical Pan
- One (1) Joystick Control for All Steering Functions & Forward/Reverse Directions for Transporter
- One (1) Camera Lift Control for Optional Electronic Camera Lift
- One (1) All Other Controls for Camera to Include:
  - Camera Iris and Focus Override & Zoom
  - Camera Lights & Shutter Control for Light Enhancement
  - Camera Diagnostics & Auto Home
- One (1) Cruise Control to Set Speed of the Transporter for Hands Off Operation
- One (1) All Reel Controls to Include:
  - Retrieve, Release, and Variable Speed
- One (1) Rack Mount HD Computer Only (No Granite Software\*\*) to Include:
  - Motherboard with LGA 1151 Socket and Intel Z170 Chipset
  - Intel Core i7-6700K 4.0 GHz Processor
  - 8 GB of DDR4 (Double Data Rate) 2133 RAM
  - USB Video Capture Device for MPEG 1/2/4/WMV
  - Video Display Adapter, 2GB, HDMI, DVI, VGA
  - LAN, On Board Network Connections, 10/100/1000 Mbps
  - USB 2.0 Ports (1 on Rear)
  - (8) USB 3.0 Ports (6 on Rear, 2 on Front)
  - (3) RS232 Serial Comm Ports
  - Bluetooth v4.0
  - WiFi IEEE 802.11 a/b/g/n/ac dual frequency band 2.4/5 GHz

**ATTACHMENT A**  
**PRODUCT SPECIFICATIONS CHECKLIST (cont)**

**ITEM 4. (continued)**

- (8) On Board Audio Ports
- DVD +/- RW DVD Burner 20x / CD - RW 40x Internal Optical Drive
- 1 TB (7,200 RPM) SATA Hard Drive
- 120 GB Solid State Drive, SATA3
- 500 Watt 1U ATX Power Supply
- Industrial Hardened Case Slim 2U Design for 19" Rack
- Windows 10 Professional 64-bit Operating System
- One (1) \*\*Customer Will Use Existing GraniteNET License From Previous Truck
- One (1) 1 HP OfficeJet Color Printer
- One (1) DUC (Digital Universal Camera) Video Rec Module GraniteNET Software
- One (1) DUC (Digital Universal Camera) Flat Gen Module GraniteNET Software
- One (1) DUC (Digital Universal Camera) Review Module GraniteNET Software
- One (1) GraniteNET Office Support Plan
- One (1) GraniteNET Office Kit
- One (1) Manhole Top Roller Assembly, TV Only
- One (1) Manhole Adapter Claw Hook

**ITEM 5.**

- One (1) Transit Van Exterior Lighting & Control Room - Evolution 3.0 (No Walkthru) to include:
  - (2) Amber LED Strobe Warning Beacons
  - (2) Adjustable LED Floodlights Rear of Vehicle Area Illumination
- Control Room Interior:
  - (1) Lonseal Lonplate Flooring
  - (1) Kemlite Wall & Ceiling Covering
  - (1) Above Desk Control Console with Rack Mount for Electronic Equipment
  - (1) Desktop / Work Area
  - (1) LED Light Fixture
  - (2) Electrical Outlet with Dual Receptacles
  - (1) Fire Extinguisher with Bracket, 10 BC Rating
  - (1) Operators Chair
  - (1) Breaker Box Storage Area with Locking Positive Latch
  - (1) Battery Powered Carbon Monoxide Alarm

**ITEM 6.**

- One (1) Closet in Control Room

**ITEM 8.**

- One (1) Generator Compartment
  - (1) Generator Storage Compartment
  - (1) Commercial Power Supply Receptacle, 25' Cord and Plug
  - (1) Electrical Supply Center with Circuit Breaker Box
  - (1) Commercial Power and Generator Power Connectors
  - (1) Automatic Power Transfer Switch

**ITEM 9.**

- One (1) 110VAC Dual Outlet
  - (1) Dual outlet receptacle outlet above work top

**ATTACHMENT A**  
**PRODUCT SPECIFICATIONS CHECKLIST (cont)**

- ITEM 10.  One (1) Washdown System
- (1) 10-gallon fresh water tank
  - (1) Electric Water Pump
  - (1) Retractable Hose Reel with 25' water hose and nozzle
- ITEM 11.  One (1) Transit Van Equipment Room Interior – Evolution 3.0 to include:
- (1) Lonseal Lonplate Flooring
  - (1) Kemlite Wall & Ceiling Covering
  - (1) Electrical Outlet with Dual Receptacles
  - (1) LED Light Fixture
  - (1) 15-Minute Courtesy Timer Located at Rear Door Area for 12V LED Interior Lights
- ITEM 13.  One (1) LED light fixture
- (1) light mounted above work top
- ITEM 14.  One (1) 24" Rear View Flat Screen Monitor mounted on bulkhead wall
- (1) Flat Screen Monitor
  - (1) Cable Assembly – Video Monitor to Monitor in Control Room
  - (1) Monitor Mounting Bracket
- ITEM 16.  One (1) Open Storage Cabinet below Control Room Desktop
- ITEM 17.  One (1) Down Hole Pole Mounting Assembly
- (6) Pole Assy, Retrieval/Downhole TL, 58"
  - (1) Invert Roller Assembly
  - (1) Retrieval Hook
- ITEM 18.  One (1) Built In Overhead Console System Engineering Panel, for Power Information and Generator Functions, Rack Mounted, to include:
- Four Function AC Power Meter Displaying Critical Power Information Including:
    - Voltage
    - Hertz
    - Amperage
    - Active Power (Watts)
  - Front Panel Selector Switch for Two Modes of Operation:
    - Fixed Reading
    - Continuous Auto-Cycling
  - One (1) Generator Battery Meter to Display Starting and Charging Voltage
  - One (1) Generator Hour Meter
  - One (1) Generator Remote Start/Stop Control Switch
  - One (1) On/Off Switch for Emergency Warning Beacons (Switch to Illuminate When On)
- ITEM 21.  One (1) Upper and Lower Storage Cabinet in Equipment Room
- (1) Lower Storage Cabinet/Work Top
  - (1) Upper Wall Mounted Storage Cabinet
  - (1) Dual Receptacle Outlet Above Work Top

**ATTACHMENT A**  
**PRODUCT SPECIFICATIONS CHECKLIST (cont)**

- ITEM 22.  One (1) D&R Electronics Arrow Board AB306015 LED w/ Electronic Fold Down Bracket
- ITEM 24.  One (1) Reel Mounted Pedestal Crane, 1500 lb capacity
- ITEM 25.  One (1) Padded Bench Seat w/ Storage and Seat Belt
- Seat mounted in Control Room
  - Includes Seat Belt Kit
- ITEM 26.  One (1) Dual Aluminum Drawers below TV Reel w/locking heavy duty slides
- ITEM 27.  One (1) Heavy Duty Vise, 4.5" Mounted to Worktop

**ADDITIONAL REQUIREMENTS**

- One (1) Multi Conductor TV Only Tool Kit, to Include:
- (1) Milliampmeter Tool
  - (1) Electrical Tape
  - (1) Needle Nose Pliers
  - (1) Six-In-One Screwdriver
  - (1) 6" Adjustable Wrench
  - (1) Anti-Seize Grease
  - (1) 9-Piece Allen Wrench Kit
  - (1) Solder Iron Kit
  - (1) Industrial Pliers
  - (1) 5/32 T-Handle Hex Wrench
  - (1) Multi Conductor TV Only Operation Manual
  - (1) Parts Catalog
  - (1) Cable Repair Kit DVD
  - (1) TV Only Training DVD
- One (1) CUES Lifetime Customer Service and Technical Support Access, to Include:
- (1) 22+ Software Support Staff
  - (1) 45+ Technical Support Staff
  - (1) 25+ Customer Service Support Staff
- One (1) CUES Lifetime Loaner and Parts Inventory Access, to Include:
- (1) \$2.7+ Million Available Loaner Inventory from Five (5) Factory Locations
    - Customer Only Responsible For Freight to/from Factory for Loaners
  - (1) \$10+ Million Parts Inventory Housed in United States
    - 98% Parts Orders Ship Same Day
    - 95% Inventory Accuracy
- CUES Products are 100% Designed, Manufactured, and Assembled in America
- System is 100% Compatible with Pima County's Current TV Equipment Including All Transporters, Cameras, Spare Parts, Etc.
- Training, On-Site (Three (3) Days)

**ATTACHMENT A**  
**PRODUCT SPECIFICATIONS CHECKLIST (cont)**

---

- ⑤ Warranty – Van shall have a three (3) year 36,000 mile warranty. The Cues CCTV equipment will have a one (1) year warranty.
  - Warranty documents will include separate manufacturer's warranties for the van, CCTV, and Contractor's warranty on the delivered product.
- ⑤ Invoice – Contractor will provide an unaltered invoice for the delivered product as offered and priced on page 3 of the Offer Agreement.
- ⑤ Delivery Ticket – The contractor will provide a delivery ticket specifying the Purchase Order number and Serial Numbers of the delivered product.
- ⑤ Manuals, Diagrams and Build Sheet – The contractor shall provide two (2) compact discs (CD) or external (thumb) drives with the following:
  - Two (2) Maintenance-Overhaul (shop) Manuals
  - Two (2) Operator's Manuals
  - Two (2) Wiring Diagrams
  - Two (2) Service Manuals
  - Two (2) Manuals for auxiliary equipment
  - Two (2) Configuration Build Sheet

**(END ATTACHMENT A)**




ATTACHMENT B  
INDEX SHEET

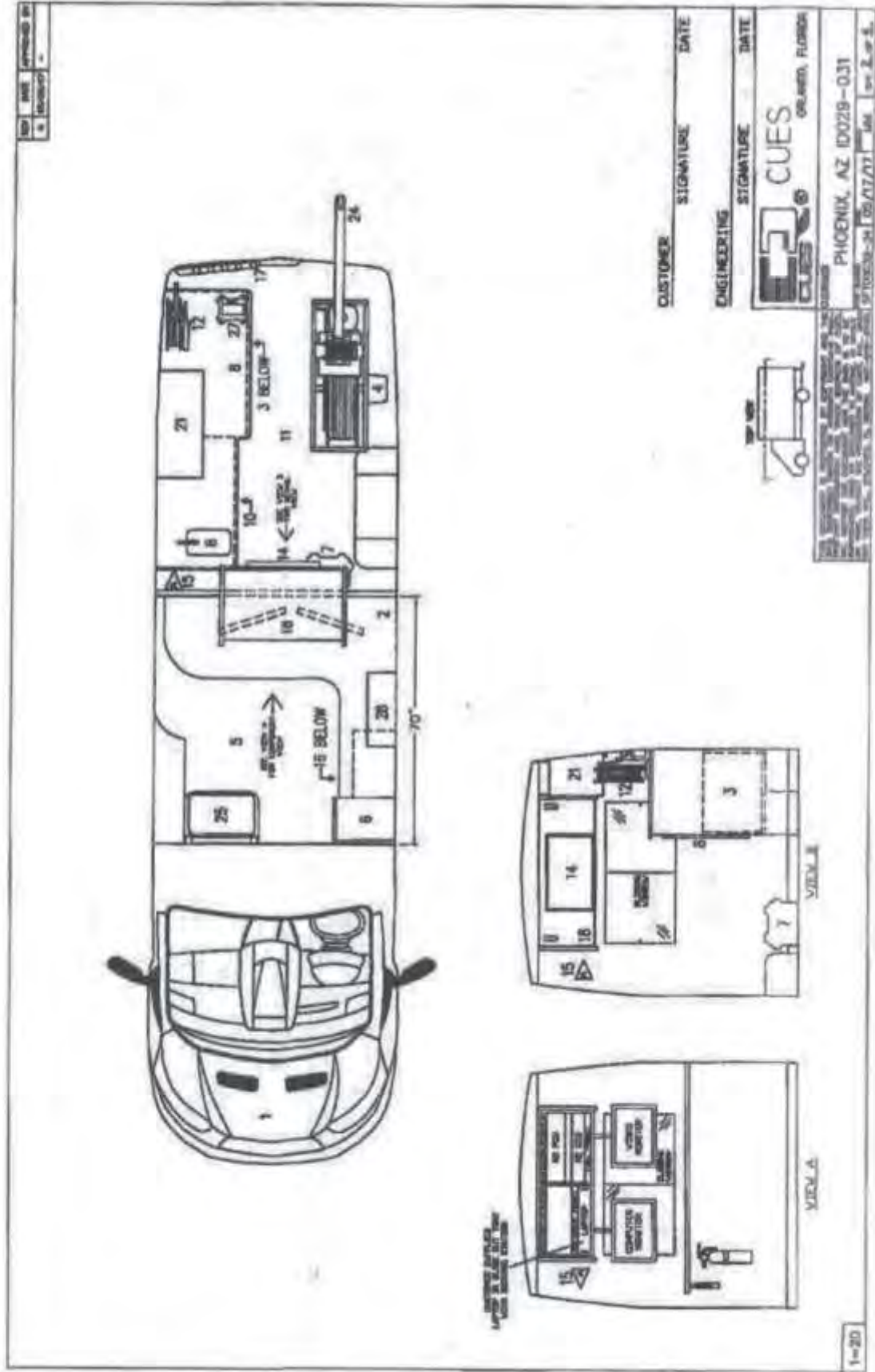
INDEX SHEET

1. FORD TRANSIT 350 HD GAS CHASSIS - WITH 10,360 LB. GVWR, EXTENDED LENGTH, HIGH ROOF, BACKUP CAMERA, REAR BARN DOORS, AND A 13,500 BTU ROOF MOUNTED AIR CONDITIONER WITH HEAT STRIP
2. EVOLUTION INTERIOR WITH CONTOURED DESKTOP
3. 7.0KW CNAN COMMERCIAL GRADE GAS EFI GENERATOR
4. 1500' M/C FIBER ARMOR TV CABLE MOUNTED ON A HEAVY DUTY TV REEL - WITH HD SYSTEM INSTALLED
5. CONTROL ROOM: LONSEAL LONPLATE INDUSTRIAL VINYL FLOORING AND KEMUTE COVERED WALLS/CEILING
6. STORAGE CLOSET WITH (1) FIXED SHELF AND (2) ADJUSTABLE SHELVES
7. 12V GENERATOR/ACCESSORY BATTERY
8. GENERATOR AND WASHDOWN TANK STORAGE CABINET WITH PLYWOOD/LONSEAL LONPLATE WORK TOP AND SINK
9. 110VAC DUAL OUTLET
10. WASHDOWN SYSTEM - 10 GALLON TANK WITH ON DEMAND PUMP AND GRAY WATER TANK FOR SINK
11. EQUIPMENT ROOM: LONSEAL LONPLATE INDUSTRIAL VINYL FLOORING AND KEMUTE COVERED WALLS/CEILING
12. 25' RETRACTABLE WATER HOSE REEL
13. LED LIGHT FIXTURE
14. 24" REAR VIEW LED MONITOR MOUNTED ON BULKHEAD WALL
15. BULKHEAD WALL - WALL TO HAVE A SLIDING VIEWING WINDOW
16. OPEN STORAGE CABINET BELOW CONTROL ROOM DESKTOP
17. DOWN HOLE POLE MOUNTING ASSEMBLY (6 FIBERGLASS QUICK COUPLING EXTENSION POLES)
18. BUILT-IN OVERHEAD CONTROL CONSOLE
19. AMBER ELECTRONIC LED WARNING BEACONS (2 TOTAL) WITH CONTROLLER MOUNTED IN CAB
20. ADJUSTABLE LED FLOOD LIGHTS (2 TOTAL)
21. UPPER STORAGE CABINET WITH SLIDING DOORS AND LED LIGHT ABOVE WORKTOP
22. D&R MOTORIZED FOLD DOWN LED ARROW BOARD - MODEL AB306015
23. NETTED STORAGE
24. REEL MOUNTED PEDESTAL CRANE
25. PADDED BENCH SEAT WITH STORAGE AND SEATBELT
26. DUAL ALUMINUM DRAWERS BELOW TV REEL WITH LOCKING HEAVY DUTY SLIDES
27. HEAVY DUTY VISE, 4.5", MOUNTED TO WORKTOP
28. BREAKER BOX ASSEMBLY IN CABINET ENCLOSURE

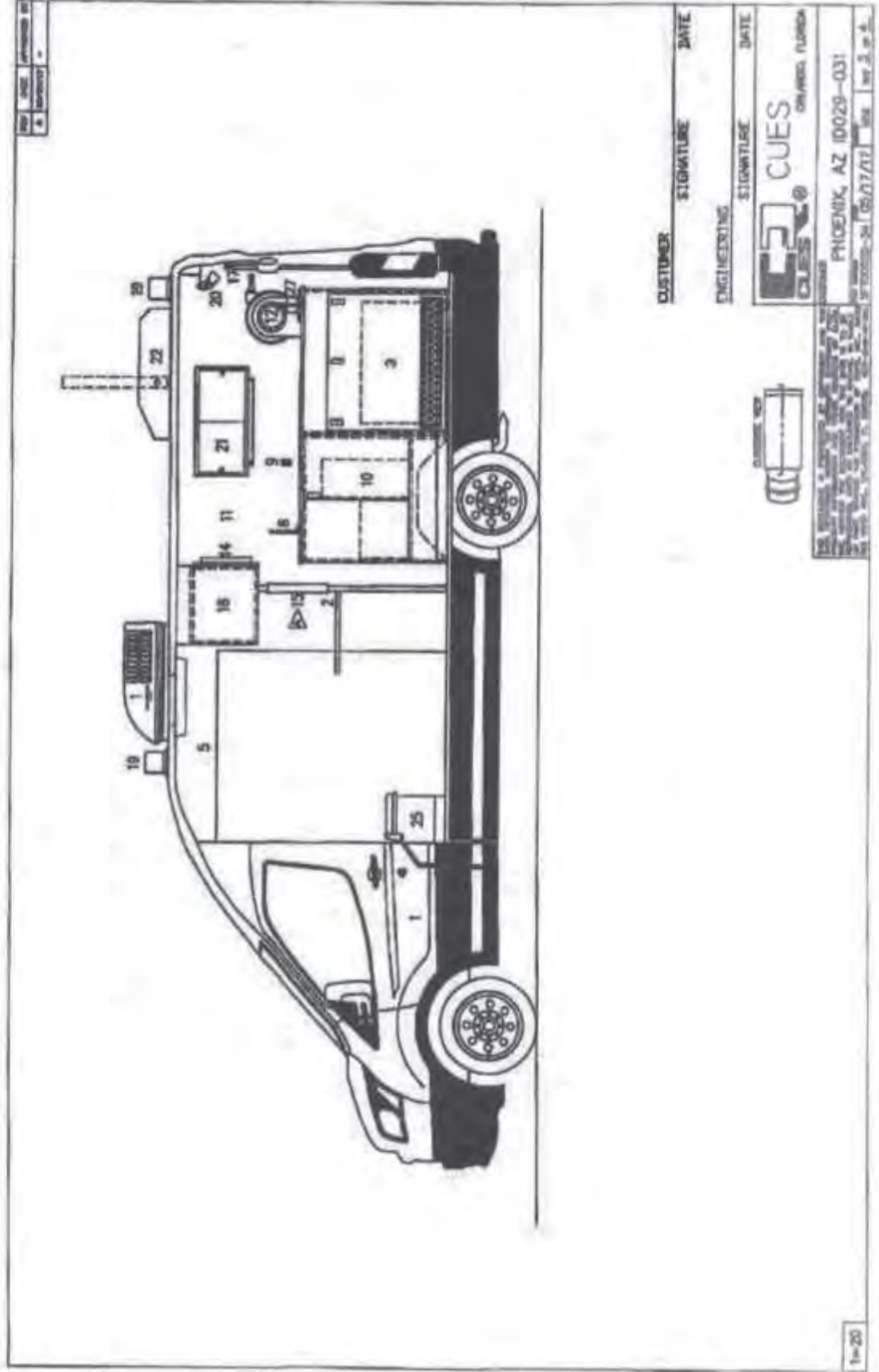
1 of 1


|  |            |      |
|--|------------|------|
| CUSTOMER   | STAGNATURE | DATE |
| ENGINEERING  | STAGNATURE | DATE |
| <br>PHOENIX, AZ 85023-031 |            |      |

ATTACHMENT B  
INDEX SHEET (continued)



ATTACHMENT B  
INDEX SHEET (continued)



|  |           |      |
|--|-----------|------|
| CUSTOMER   | SIGNATURE | DATE |
| ENGINEERING  | SIGNATURE | DATE |
|  <b>CUES</b><br>CHANDLER, FLORIDA |           |      |
| PHOENIX, AZ 85029-0311<br>PHONE: 602-998-1100 FAX: 602-998-1101<br>E-MAIL: SALES@CUES.COM WEBSITE: WWW.CUES.COM      |           |      |

1-20



ATTACHMENT B  
INDEX SHEET (continued)

